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ABSTRACT

The collective bargaining agreement between the Los Rios Community College District Board of Trustees and the Los Rios College Federation of Teachers/California Teachers Association/National Education Association is presented. This contract, covering faculty at American River College, Cosumnes River College, and Sacramento City College, applies to the period from July 1, 1987 through June 30, 1990. Its provisions deal with the following topics: bargaining agent recognition; salaries; fringe benefits and retirement; leaves with pay; leaves without pay; workload; academic calendar; faculty evaluation; assignment of personnel; seniority; conferences and travel; work environment and safety; personnel files; governance; academic senate; non-discrimination; academic freedom; grievances; bargaining agent and management rights; savings clause; and contract ratification and duration. Appendixes provide information on salaries for 1987-88 and 1988-89; coaching load assignments and stipends; department spokesperson stipends; post-retirement employment and health benefits; professional development leaves; and the contracting-out of instruction. (PAA)

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Agreement

between

Los Rios Community College District

and

Los Rios College Federation of Teachers
Local 2279, American Federation of Teachers, AFL-CIO

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July 1, 1987 - June 30, 1990

JC 910 534

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ARTICLE 1: RECOGNITION

The Los Rios Community College District (District) confirms its recognition of the Los Rios College Federation of Teachers, Local 2279, AFT/AFL-CIO (LRCFT), as the exclusive representative for the bargaining unit whose membership is comprised of all the certificated employees of the Los Rios Community College District except those who:

a. primarily perform managerial, supervisorial or confidential duties, or

b. are part-time (60% or less), temporary instructors who have taught less than the equivalent of three (3) of the last six (6) semesters, inclusive, or

c. are day-to-day substitutes, or

d. are summer school instructors.

Included in the bargaining unit are certificated employees assigned as senior learning advisors, head learning advisors, and managers of children's centers.

Further, the parties agree to meet in an attempt to reach a consent agreement as to any changes in the above defined unit prior to requesting the Public Employment Relations Board to rule on the matter.

1.0 Salary Schedules

Salary schedules for unit members are as indicated in Appendix A.

2.0 Performing Arts Stipends and/or Load Equity Adjustments

The District shall provide $58,000 for each academic year to provide stipends and/or load equity for performing arts instructors. The amounts and distribution of these stipends and/or load adjustments shall be determined by a Performing Arts Committee consisting of three management representatives appointed by the Chancellor or designee, and three faculty representatives appointed by the Federation. Said committee shall take into consideration such items as extra time spent on performances and reassigned time granted. If the committee does not complete an implementation plan by April 15 of each year, then the District shall develop the plan. (See Appendix A.)

3.0 Certificated Employee Categories

3.1 Regular Certificated Employee

A regular certificated employee is a person who is employed in a regular position for more than 60% workload and who has been declared a first-year contract, a second-year contract, or a tenured employee by the Los Rios Board of Trustees, or an employee who has rights to that status by law.

3.2 Part-time Contract/Tenured Certificated Employee

A part-time contract/tenured certificated employee is a person who is employed in a position for not more than 60% workload and who has been declared a first-year contract, a second-year contract, or a tenured employee by the Los Rios Board of Trustees, or an employee who has rights to that status by law.

3.3 Part-Time Temporary Certificated Employee

A part-time temporary certificated employee is a person who is employed in a certificated position for not more than 60% workload and who has not obtained a first-year contract, a second-year contract, or tenured status.

3.4 Temporary Certificated Employee

A temporary certificated employee is a person who is employed in a certificated position that:

3.4.1 is regularly filled by a tenured employee who is temporarily absent, and

3.4.2 in a position for more than a 60% workload, and

3.4.3 who has not obtained a first-year contract, a second year contract, or tenured status.

3.5 Overload Employees

An overload employee is a person employed in a full-time (100%) position and who is employed for any assignment for extra pay in excess of the full-time (100%) regular assignment.

3.6 Other Certificated Regular Employees

An other certificated regular employee is a person who is employed in a position that does not require a credential that authorizes service in a California community college and who has employment rights different from that required by the Education Code for employee categories 1.1 and 1.2., i.e., children's center employees.

4.0 Salary Schedule

4.1 All certificated employees will be paid according to earned step and class placement on the appropriate certificated salary schedule which is negotiated with the exclusive bargaining agent.

4.2 Under unusual circumstances, exceptions to step placement may be made by the Chancellor providing that any such adjustment shall result in increased compensation.

5.0 Eligibility for Step Placement Adjustment on Certificated Salary Schedule A

5.1 Regular certificated employees, part-time contract/tenured certificated employees, and temporary certificated employees employed by the District before July 1, 1980, and with continued employment and/or rights Fall Semester 1980, will retain step placement on the Certificated Salary Schedule A until additional step placement is earned in accordance with this Article, Section 5.3 or 5.4.

5.2 Effective July 1, 1980, all certificated employees who meet the requirements for placement on the Certificated Salary Schedule A and who do not qualify for placement as provided in Section 5.1 of this Article will be placed initially at the appropriate step based on experience.

5.2.1 Appropriate step shall be determined on documentation of past teaching/occupational experience submitted at the time the employee is processed for employment and prior to Board action.

5.3 One step placement service credit shall be granted beginning each fiscal year following the completion of a full-time (100%) assignment, excluding summer, with the Los Rios Community College District. Full-time assignment is completion of between 28 and 32 formula hours.

5.4 Step placement service credit shall be granted for less than full-time (100%) certificated staff beginning the semester following the completion of each 30 instructional formula hour block or an equivalent for non-teaching certificated employees for work completed at Los Rios.

5.5 In cases of promotion, Children's Center employees shall be moved to the step of the appropriate class having the next higher dollar amount or to the step that results in at least a 4% salary increase.

6.0 Eligibility for Step Placement Adjustment on Certificated Salary Schedule B

6.1 Effective July 1, 1980, part-time temporary certificated employees, full-time (100%) regular certificated employees employed for overload assignments, and full-time (100%) temporary certificated employees employed for overload assignments shall be placed at Step 1 on the Certificated Salary Schedule B.

6.1.1 One step placement service credit shall be granted, effective the semester following the completion of each block of 30 formula hours of work performed on or after July 1, 1980 at the Certificated Salary Schedule B rate. (Only work performed at Los Rios at the Schedule B rate counts towards Schedule B service credit.)

6.1.2 Schedule step credit, once earned, will not be forfeited unless there is a voluntary break in service of more than two years. Failure to accept a written offer of assignment constitutes a voluntary break in service.

6.1.3 All written offers of employment on Salary Schedule B shall be accompanied by either an hourly salary schedule, or a semester salary schedule by percent of FTE.

7.0 Eligibility for Class Placement Adjustments on Appropriate Certificated Salary Schedule

7.1 Except for Children's Center employees, all certificated staff employed by the District before July 1, 1980, and with continued employment and/or rights Fall Semester 1980, will retain class placement on the appropriate certificated salary schedule until additional class placement is earned in accordance with Article 2, Section 7.3.

7.2 Except for Children's Center employees, all certificated staff initially hired by the District after July 1, 1980, shall be placed on the appropriate certificated salary schedule based on education.

7.2.1 Appropriate class shall be determined on documentation of educational achievement submitted at the time the employee is processed for employment and prior to Board approval.

7.3 Except for Children's Center employees, effective July 1, 1980, all certificated staff members shall be granted additional class placement credit for upper division class units and advanced degrees completed at a college or university fully accredited by the Western Association of Schools and Colleges, Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Southern Association of Colleges and Schools, and Northwest Association of Schools and Colleges as follows:

7.3.1 Class I - Senior Learning Advisor II, AA Degree and a valid Children's Center Permit.

7.3.2 Class II - Senior Learning Advisor I, AA Degree and a valid Children's Center Permit.

7.3.3 Class III - Head Learning Advisor, AA Degree and a valid Children's Center Permit.

7.3.4 Class IV - Children's Center Manager, AA Degree and a valid Children's Center Permit.

7.3.5 Class V - Less than a Master's Degree; a Bachelor's Degree but less than 30 semester units completed beyond a Bachelor's Degree; or less than a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.6 Class VI - Master's Degree or 30 semester units beyond a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.6.1 An instructor in the vocational/technical area who possesses a valid, 100%, life credential for vocational subjects, will be granted the equivalency of a master's degree.

7.3.6.2 Years of experience used to obtain the vocational credential cannot also be used for step placement.

7.3.7 Class VII - Master's Degree and 24 semester units beyond a Master's Degree; or Bachelor's Degree and 54 semester units beyond a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.7.1 An instructor in the vocational/technical area who possesses a valid, 100%, life credential for vocational subjects, will be granted the equivalency of a master's degree.

7.3.7.2 Years of experience used to obtain the vocational credential cannot also be used for step placement.

7.3.8 Class VIII - Master's Degree and 48 semester units beyond a Master's Degree; or Bachelor's Degree and 78 semester units beyond a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.9 Class IX - In addition to meeting all requirements in Class VIII, the possession of an earned Doctoral Degree under the following provisions and those in Section 7.3 of this Article:

7.3.9.1 Doctoral Degrees must be earned in a field directly related to the initial assignment.

7.3.9.2 For employees employed by the District prior to June 30, 1980, credit for Doctoral Degrees in a field unrelated to their current assignment shall not be given unless approval is granted by the Chancellor prior to enrollment in the doctoral program.

7.3.9.3 Employees employed by the District prior to June 30, 1980, and enrolled in a doctoral program prior to June 30, 1980, shall be given credit by the District for the Doctoral Degree when earned.

7.4 Children's Center employees shall not be eligible for class placement adjustment without a promotion.

7.5 Effective July 1, 1980, all certificated staff who have received step adjustments based on paid occupational experience shall not receive additional class placement credit for units awarded by state colleges and universities for that occupational experience.

7.6 Effective July 1, 1981, vocational instructors who have received a 100% life credential based on years of experience cannot use the same years for step advancement.

7.7 Faculty members are encouraged and expected to make continuous professional progress while members of the Los Rios certificated staff. A Professional Growth Committee shall be established to determine criteria that are mutually agreeable for granting credit for professional growth units and accepting lower division units from fully accredited institutions as named in Section 7.3. Professional growth unit credit and units for lower division classes shall be approved by the Director of Personnel Services or designee prior to beginning professional growth or course work.

7.7.1 The Committee shall be composed of the following:

... Three members of the District Senate Council or designee;

... The Director of Educational Services (Chair) or designee;

... Two members of the management staff appointed by the Chancellor or designee.

7.7.2 In the event that the Committee is unable to recommend criteria by the beginning of any fall semester, the Director of Educational Services will establish the criteria.

7.7.3 Effective July 1, 1980, no professional growth units or credit for lower division courses shall be recognized for class advancement until the criteria for qualifying for credit is established.

8.0 Certificated Salary Step and Class Placement Adjustments

8.1 Certificated employees who have academic year schedules and who are currently employed by the District shall have class placement adjustments made effective at the beginning of the fall semester. Certificated employees who have fiscal year schedules and who are currently employed by the District shall have step placement adjustments made effective July 1.

8.2 For certificated employees who have academic year schedules to receive class placement adjustments, evidence of work completed must be on file by September 1 for adjustment to be effective for the academic year. For certificated employees who have fiscal year schedules to receive class placement adjustments, evidence of completed work must be on file by July 1 for adjustment to be effective for the fiscal year. Evidence shall be documents issued by the fully accredited institutions and certificated staff members shall certify accuracy. Official copies of college transcripts and/or advanced degrees must be on file in the District Personnel Office sixty (60) days after the class placement adjustment becomes effective. Certificated employees' salaries shall be adjusted after that sixty (60) day period has expired to the level of compensation commensurate with credit officially verified. Credit will be given in accordance with the dates described in Sections 5.4, 6.1.1 and 8.1 for verification received after the 60-day verification period has expired.

8.3 For employees currently employed by the District who gain a change in status, official copies of college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Personnel Office within sixty (60) days after the first day of employment with the District or after the change in status. After that period has expired, credit will be given in accordance with the dates described in Sections 5.4, 6.1.1 and 8.1.

8.4 For certificated employees new to the District, official copies of college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Personnel Office within sixty (60) days after the first day of employment with the District. After that period has expired, credit will be given in accordance with the dates described in Sections 5.4, 6.1.1 and 8.1.

1.0 Health/Medical/Dental Insurance

1.1 The District shall provide coverage for health/medical insurance for members of the unit through plans recommended by the unit representatives on the Insurance Review Committee and adopted by the District. For District contributions, see Appendix A.

1.2 For part-time members of the unit working less than fifty percent (50%) of full-time, the District shall contribute on a pro rata basis the percentage of part-time to full-time monthly contribution rate.

1.3 The District will pay the stated contribution for the employee as long as he/she remains in paid status. Premium contribution for nine-, ten-, and eleven-month employees will be paid by the District during regular non-pay months.

1.4 Unit members who terminate employment by other than retirement may continue in the District health/medical policies of the District in accordance with policy provisions at the member's own expense.

2.0 Dental Insurance

2.1 The District shall provide coverage for dental insurance for members of the unit through plans recommended by the unit representatives on the Insurance Review Committee and adopted by the District. For District contributions, see Appendix A.

2.2 For part-time members of the unit working less than fifty percent (50%) of full-time, the District shall contribute on a pro rata basis the percentage of part-time to full-time monthly contribution rate.

2.3 The District will pay the above-stated contribution for the employee as long as he/she remains in paid status. Premium contribution for nine-, ten-, and eleven-month employees will be paid by the District during regular non-pay months.

2.4 Unit members who terminate employment by other than retirement may continue in the District dental policies in accordance with policy provisions at the member's own expense.

3.0 Disability Income Protection

3.1 The District shall maintain a policy of disability income protection for members of the unit working fifty percent (50%) or more of regular, full-time workload.

3.2 Full-time unit members who qualify to receive payment under the terms of the policy of the District's disability income protection plan shall be provided district medical benefits for the period of one year following the expiration of employee's accrued sick leave benefits. The District contribution shall be based upon the level established for full-time active employees.

3.3 After the one-year period, full-time unit members qualifying to receive payment under the terms of the policy for disability income protection may continue to be covered under the District's medical benefits program at the employee's expense provided that the program or policy permits such participation.

4.0 Reimbursement for Premium Advanced

Nine-, ten-, and eleven-month employees who terminate their employment after July 1, shall reimburse the District for the District's contribution rate for periods covered beyond July 1. For employees who retire, the rate shall be adjusted in accordance with terms of this Agreement.

5.0 Health Care Benefit for Retirees

5.1 The District shall make monthly contributions for full-time regular members of the bargaining unit who have seven immediate prior years of service with the District at the time of retirement and who retire during the term of this contract. Contributions of up to $59.00 per month shall be made toward the premium cost of medical insurance for the retiree only.

5.2 The amount of the District contribution toward retiree health care benefits may exceed the above amount if such increase is a result of policies publicly adopted by the Board of Trustees. Retirees are bound by their choice of plan made during the open enrollment period just prior to retirement and must participate continuously in the plan in order to continue the benefit.

6.0 Pre-Retirement Program

6.1 Full-time certificated employees approaching retirement may apply for partial employment for up to five years immediately preceding final retirement. In order to participate in this program, certificated employees must meet the following requirements:

6.1.1 The employee must have been a certificated employee of the District for at least ten years of which the immediately preceding five years were full-time employment as defined by the State Teachers' Retirement System (STRS).

6.1.1.1 The participant must be a non-administrative certificated employee.

6.1.2 When beginning the program, the employee must be at least 55 years of age and no more than 64 years of age.

6.1.3 At the time of electing to be partially employed, the employee must submit a letter requesting his/her full retirement and agreeing to terminate his/her services with the District at the conclusion of the pre-retirement program notwithstanding Section 6.1.2 above. This agreement of full retirement and termination shall be non-revocable except at the discretion of the Board of Trustees.

6.2 Participation in the pre-retirement program requires a reduction in the certificated employee's work assignment and a pro rata reduction in the yearly contract salary. The minimum assignment shall be one-half the number of days of service required by the certificated employee's yearly contract for the last year of full-time employment. Participants in the pre-retirement program shall receive their assignments in a manner similar to that of full-time certificated employees and participate as though part of the full-time staff. This participation shall include maintaining on the days of assignment a proportionate share of the normal workload and responsibilities of a certificated non-administrative employee.

6.3 Standard District-paid benefits shall be maintained for participants in the pre-retirement program as though they were full-time employees, including District contributions to the State Teachers' Retirement System equal to the amount which would have been contributed had the certificated employee remained in full-time employment. Optional benefit plans may be continued by the employee's making required payments not otherwise paid by the District.

6.4 Eligible certificated employees may apply for the pre-retirement program by contacting the District Personnel Office. Applications must be received by March 1 for the fall semester or by September 15 for the spring semester.

6.5 Certificated employees participating in the program may be assigned, at District discretion, as a minimum:

6.5.1 100 percent one semester and 0 percent the second semester.

6.5.2 50 percent each semester; or

6.5.3 Any assignment which will average 50 percent for two semesters of any academic year.

6.6 Pre-retirement program participants shall make payments for their share of retirement contributions and fringe benefits and any optional benefits via payroll deduction or direct payment as arranged with the District Business Services Office.

ARTICLE 4: LEAVES WITH PAY

The District shall grant paid leaves of absence to contract/regular certificated employees for: (a) bereavement purposes (Section 7), (b) sickness (Section 3) (c) industrial accident or illness (Section 5), (d) judicial appearances (Section 10), (e) quarantine (Section 6), (f) personal necessity (Section 4), (g) jury duty (Section 9), (h) exchange teaching (Section 16), (i) critical illness (Section 8), (j) sabbatical/professional development (Sections 12 through 15), and (k) personal business (Section 11), subject to the conditions set forth in the following sections. The District shall grant paid leaves of absence to temporary full- and part-time faculty members for: (a) bereavement purposes, (b) sickness, (c) industrial accident and illness, (d) personal necessity, and (e) quarantine, subject to the conditions set forth in the following sections.

1.0 General Conditions

1.1 Notification to Administrative Officer. The employee shall notify the appropriate dean or college president of the reason for the leave and the amount of time to be involved. When the absence cannot be anticipated in advance, the appropriate administrative officer shall be notified of the reason for the absence and the estimated time required at the employee's earliest reasonable opportunity.

1.2 Documentation Required. The administrative officer may require documentation supporting the employee's need for absence.

1.3 Report of Absence. Upon termination of absence, the employee shall complete the report of absence form stating the reason for absence.

1.4 Gainful Employment Disallowed. An employee shall not be allowed to undertake any gainful employment while absent unless specifically authorized by the Board of Trustees. The employee may be required to certify that he/she was not gainfully employed.

1.5 Salary Compensation. Employees who are absent from work during required periods of service shall be entitled to salary compensation during the period of such absence as expressly provided by this agreement.

1.6 Failure to Return to Duty. A certificated employee who fails to return to duty upon completion of a leave of absence may be dismissed by the District unless such certificated employee was unable, due to causes beyond his/her control, to return to duty, in which event the certificated employee may report the circumstances as soon as he/she is able to do so.

1.7 Effect of Paid Leave on Continuity of Service. Periods of paid leave shall not be considered a break in service; however, time spent on paid leaves does not count as time in service for change in classification from contract to regular nor toward seven consecutive years to qualify for sabbatical leave.

2.0 Definitions

2.1 Absence. Time away from working duties during required periods of service.

2.2 Authorized Absence. Absence which is taken in accordance with this agreement.

2.3 Administrative Officer. For the purpose of notification of absence or leave, the appropriate dean or the college president is the administrative officer on the campus.

2.4 Immediate Family. Mother, mother-in-law, father, father-in-law, grandparent, grandchild of the employee and spouse; husband, wife, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt and uncle of the employee; or any person living in the immediate household of the employee.

2.5 Industrial Accident or Illness. Illness or injury which is supported by a physician's or approved practitioner's certificate which qualifies under State Workman's Compensation Insurance as being work-connected.

3.0 Sick Leave

3.1 Compensation. Sick leave shall be available for all certificated employees after the first day the employee reports for work in each fiscal or school year.

3.2 Accrual of Paid Sick Leave. Certificated employees shall earn paid sick leave as follows:

3.2.1 Ten month full-time employees shall be entitled to ten days of paid sick leave for each school year earned at a rate of one day per month.

3.2.2 Twelve month full-time employees shall be entitled to twelve days of paid sick leave for each fiscal year earned at a rate of one day per month.

3.2.3 Part-time certificated employees shall be entitled to paid sick leave in proportion to the ratio of their work hours and work months to full-time certificated employment.

3.3 Unused sick leave may be accrued indefinitely and upon retirement will be added (based on STRS formula) to retirement benefits.

3.4 Employees on leave of absence for reasons other than illness or injury will maintain accrued paid sick leave but, with the exception of sabbatical leave, will not earn additional paid sick leave during the period of leave.

3.5 Payment of Paid Sick Leave

3.5.1 The employee shall be paid at the regular salary rate during the period he/she is using accrued paid sick leave. An employee who has used all accrued sick leave will be advanced as much sick

leave as the person could earn during the remainder of the academic year.

3.5.2 If absence because of illness or injury extends beyond the foregoing allowance, the employee will be paid the difference between his/her regular salary and that of the substitute (whether one is hired or not), commencing with the date that the paid sick leave terminated and ending five months after the original absence. This benefit is available to the employee whether or not he/she is placed on long-term personal leave for health reasons by the Governing Board.

3.6 If an employee leaves the service of the District after having been paid more sick leave than has been earned, a deduction for such excess sick leave pay shall be made or recovered from the final salary payment.

3.7 Transfer of Sick Leave. A certificated employee who has completed at least one year of service in another California public school district shall have accumulated sick leave transferred to this District should he/she accept employment with this District during the following year if not dismissed for cause.

3.8 Use of Sick Leave for Maternity/Paternity Reasons

3.8.1 An employee shall have the right to utilize accrued sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The employee will submit to the appropriate dean a doctor's statement verifying the period of time (with beginning and ending dates) that the employee was temporarily disabled.

3.8.2 A faculty member shall have the right to utilize up to ten (10) days of earned sick leave for absences necessitated by reasons listed in 3.8.1 or to care for his/her newborn child, or the mother of his newborn child, without prior medical verification. Whenever possible, members shall give advance notice of utilization of this leave.

3.8.3 A faculty member who is adopting a child shall have the right to utilize ten (10) days of accrued sick leave for the purpose of caring for the needs of a newly adopted child.

4.0 Personal Necessity Leave

4.1 Six days of accrued sick leave may be used during any academic year by the employee in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends.

4.2 The employee shall submit written request for personal necessity leave to the college president prior to the requested leave (except as noted in 4.3). Approval for the leave must be received from the president prior to commencement of the leave.

4.3 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

4.3.1 Death or serious illness of a member of his/her immediate family.

4.3.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

4.3.3 Imminent danger to home of employee when the danger requires the attention of the employee during his/her assigned hours of duty. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature, and under the circumstances cannot reasonably be disregarded by the employee.

4.4 Additional Uses of Personal Necessity Leave. These six days of accrued sick leave may be used by employees to supplement:

4.4.1 Critical illness leave.

4.4.2 Judicial appearance leave when employee is required to appear as a litigant or as a witness when the appearance is not brought about by the connivance or misconduct of the employee.

4.4.3 Bereavement leave.

4.4.4 Personal business.

4.5 The employee must submit a completed employee report of absence form in duplicate to the immediate supervisor upon returning to service.

5.0 Industrial Accident and Illness

5.1 The District will maintain insurance for the benefit of the certificated employee who sustains a personal injury in the performance of the job assigned by the District. Industrial accident or illness is defined as an illness or injury supported by a physician's or recognized practitioner's certificate and qualifying as being work-connected in this District.

5.2 Certificated employees shall be granted industrial accident and illness absences with full pay for each such accident or illness. Allowable leave shall not exceed sixty (60) working days for the same accident. Allowable leave shall not be cumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness ocurred.

5.3 Industrial accident or illness absence shall commence on the first day of absence from work and shall be reduced by one day for each day of authorized absence regardless of any temporary disability award.

5.4 During industrial accident and illness absence, the employee must remain within the State of California, unless specifically authorized to travel elsewhere by the Chancellor.

5.5 Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor.

5.6 Should an employee sustain a personal injury on a job with this District, the employee shall notify his/her supervisor as soon as is reasonably possible.

5.7 Benefits cannot be paid to an injured employee unless the report of the accident has been filed by the employee with the supervisor and the employee has been examined by a physician or recognized practitioner within a reasonable time after symptoms have been observed.

5.8 The District has the right under terms and conditions of the District insurance program to have the employee examined by a physician or recognized practitioner designated by the District to assist in determining the length of time during which the employee will temporarily unable to perform assigned duties and the degree to which a disability is attributable to the "injury or illness involved."

5.9 When entitlement to industrial accident/illness leave has been exhausted, entitlement to earned sick leave will then be used.

5.10 If an employee is receiving a compensation award, the person shall be entitled to use only as much of sick leave as, when added to the compensation award, will provide for a regular day's pay.

5.11 During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary less normal retirement and other authorized contributions.

5.12 All disputes arising in compensation cases shall be remedied according to law.

6.0 Quarantine Leave

An employee whose place of residence is quarantined by county health officers shall receive salary entitlement during the period of enforced quarantine. If the employee is not ill, no deduction will be made from accrued sick leave.

7.0 Bereavement Leave

Each certificated employee shall be granted necessary time off with salary entitlement not to exceed three days, or five days if out-of-state travel is required, in the event of the death of any member of the employee's immediate family. (Refer also to personal necessity leave.)

8.0 Critical Illness Leave

8.1 Contract/regular employees shall be granted three days per year salary entitlement in the case of critical illness or accident of a member of the immediate family.

8.2 The District may require the employee to attach to the report of absence forms a written statement from the attending physician or recognized practitioner attesting to the need of the employee to be present during the period of critical illness of the immediate family. (Refer also to personal necessity leave.)

9.0 Jury Duty Leave

9.1 A contract/regular employee who is called for jury duty will be granted a leave of absence with salary entitlement for such daily time as is necessary to complete jury obligation.

9.2 The employee will notify his/her administrative officer of the notice to appear for jury selection.

9.3 Payment for Services While a Juror. The employee serving as a member of a jury will receive salary entitlement from the District provided the employee signs over and remits all compensation received during the paid leave of absence for such jury duty, exclusive of mileage, meals, and lodging, to the District.

10.0 Judicial Appearance

One day of leave will be allowed for a contract/regular employee to make a mandatory court appearance, as a litigant, or as a witness when the appearance is not brought about by the connivance or misconduct of the employee. (Refer also to personal necessity leave.)

11.0 Personal Business

11.1 Each full-time contract/regular employee may be granted the necessary time off, not to exceed two days per year, to resolve business-type matters which require attention during work hours and which are the responsibility and rightful concern of the individual. Absence credit for personal business does not accrue from one year to the next. (Refer also to personal necessity leave.)

11.2 The instructor who takes personal business leaves assumes the responsibility of presenting to students the material missed as a result of the absence.

12.0 Professional Development Leaves, Types A and B

(See Chart of Professional Development Leaves, Appendix E)

12.1 Nature and Purpose. These leaves provide release from regular duties to enable unit members to respond to changing educational conditions and student needs. These leaves allow time for unit members to engage in studies, projects, or other beneficial activities which can not be better completed as part of their regular responsibilities.

12.2 Duration of A and B Leaves

12.2.1 Type A is leave of one semester at full pay or one year at half pay.

12.2.2 Type B is leave at full pay of up to 100% reassigned time for up to one year in duration.

12.2.3 Leaves shall normally commence at the beginning of a semester.

12.3 Eligibility for A and B Leaves

12.3.1 Any certificated employee who has satisfactorily completed a sequence of seven full years of service with the District is eligible to apply for a Type A leave.

12.3.2 Any certificated employee who has satisfactorily completed a sequence of three full years of service with the District is eligible to apply for a Type B leave.

12.4 Criteria for A and B Leaves. Applications for leaves will be considered according to one or more of these categories:

12.4.1 Retraining of applicant to allow for future new assignment in a needed area as determined by District priorities.

12.4.2 Studies, projects, or activities that provide staff with opportunities to upgrade skills and knowledge for current or future assignments.

12.4.3 Studies, projects, or activities for the improvement of curriculum, educational delivery systems, student personnel services, or other support services.

12.4.4 Studies, projects, or activities for development or revision of certificate or degree programs.

12.4.5 Studies, projects, or activities related to feasibility or revision of new or existing programs.

12.4.6 All categories shall be regarded as equal in value; applications falling within any one or more categories shall be considered equal in rank.

12.5 Application Procedures for A and B Leaves

12.5.1 Eligible certificated staff will apply on standard forms to the campus Professional Standards Committee.

12.5.2 Each application must be accompanied by the following:

12.5.2.1 An outline of the planned program containing a statement of purpose and objectives, and a detailed description of the activities proposed, and budget or resources support.

12.5.2.2 An appropriate method of evaluation.

12.5.2.3 A plan for sharing the results of the studies, projects, or activities.

12.6 Selection of Candidates for A and B Leaves

12.6.1 The Professional Standards Committee will review all non-administrative applications and submit its recommendation to the college president. The president's recommendations will be sent to the Chancellor for presentation to the Board of Trustees in November and April. Should the president disagree with the committee's selection, the reasons shall be given in writing and forwarded to the committee within two weeks after submission. Any certificated employee who is recommended for a leave by the campus Professional Standards Committee and is not recommended by the college president or the Chancellor shall have the full rights to appeal to the Board.

12.6.2 The primary factors to be considered in evaluating a request for leave will be:

12.6.2.1 The relative potential benefit to the college, the students and the certificated employee making the request.

12.6.2.2 The applicant's high level of performance of duties.

12.6.3 The final selection among recommended candidates shall rest with the Board of Trustees.

12.7 Process of Reporting for A and B Leaves

12.7.1 Within three months after returning to regular duties, the recipient shall submit a report to the Professional Standards Committee. The Committee will review the report and recommend approval or disapproval to the College President. Upon approval of the President, the report is transmitted to the Chancellor.

12.7.2 The recipient's report will include methods for sharing the results of studies, projects, or activities with colleagues, the campus, and the community, where appropriate.

12.7.3 A copy of the report will be filed at the campus library and in the Chancellor's office.

12.7.4 A self-evaluation will be filed at the end of one year following return from leave with the Professional Standards Committee.

12.8 Number of A and B Leaves Per Year

12.8.1 In any one year at least six (6) unit members shall be granted Type A leaves. The minimum full-time equivalent (FTE) total of Type B leaves granted shall be at least four (4) FTE annually. Leaves of Type A and Type B may be granted annually by the District up to a combined total number of leaves which equals that number which is two percent (2%) of the FTE in the bargaining unit.

12.8.2 If a campus does not recommend its minimum allocation of candidates in a given year, it may request Board approval to carry the remaining minimum leave openings to the following year.

12.9 Service Agreement with the District for Type A Leaves

12.9.1 The applicant shall agree in writing to serve the District for a period of time which is equal to twice the period of the leave immediately after the completion of the leave.

12.9.1.1 If this agreement is not fulfilled, the applicant shall be required to repay to the District an amount which bears the same proportion to the total compensation received as the amount of time which was not served bears to the total amount of time agreed upon.

12.9.1.2 This obligation shall be cancelled if death or permanent disability prevents fulfilling the terms of the contract.

12.9.2 Employees on leave for one year who did not sign an agreement will be paid for the leave in two equal installments, the first at the end of the first year following return to duty and the second at the end of the second year. Employees who were granted

a leave for less than one year and did not sign an agreement will be paid in a single installment at the end of the first year following return to duty.

12.10 Salary While on A or B Leave

12.10.1 For Type A leave the employee may be paid full salary for a one semester leave or half salary for a one year leave. The salary shall be paid in the same manner as if the employee were performing regular duties in the District.

12.10.2 For Type B leave the employee shall be paid for release time granted in the same manner as if the employee were performing regular duties in the district.

12.11 Benefits While on A or B Leave

The employee shall receive the same benefits granted to full- time regular employees. The leave shall be considered as time in service with the District for salary schedule purposes providing all requirements of the leave are met. It shall be credited for retirement purposes as governed by the policies of the State Teachers' Retirement System. Retirement deductions will be made in proportion to the salary received.

12.12 Credit for Work Completed During A or B Leave

Academic credits or credentials earned or degrees awarded, research or work experience accomplished during leave shall be applied toward salary classification and professional growth requirements in accord with existing District policies.

13.0 Professional Development Leave, Type C

13.1 Eligibility for Leave. Unit members who teach overloads without additional compensation shall accrue credit toward a professional development leave at the percentage rate that Salary Schedule B bears to Schedule A, at Step 1, Class V, multiplied by the FTE overload assignment.

13.2 Duration and Timing of Leaves

13.2.1 Leaves must be taken in either half- or full-year increments.

13.2.2 The semester or year selected must be mutually agreeable to unit member and District, based on the educational program and staffing needs of the college.

13.3 Application for Leave

13.3.1 The unit member shall apply for a Type C leave on a standard form provided by the District.

13.3.2 The application shall be reviewed by the College President and forwarded to the Director, Certificated Personnel.

13.4 Salary and Benefits. Salary while on a Type C leave shall be at the unit member's appropriate step on Schedule A. Regular benefits will be continued. Type C leaves are exempt from 1.4 of this Article.

13.5 Service Agreement. There is no service requirement upon completion of a Type C leave.

14.0 Professional Development Leave, Type D (Difference-in-Pay Leave)

14.1 Eligibility. A unit member shall be eligible for a difference-in-pay leave if he/she has served full-time for seven years and at least three years after any previous full-time professional development leave.

14.2 Application. Projects for Type D leaves may be identified by either the unit member or by management. The unit member shall submit an application to the College President for the President's approval. The application shall include a statement of purpose for the leave and a description of a proposed project. The Area Dean shall provide a statement regarding the possible effect of the leave on student needs and educational program.

14.3 Salary. The salary for a difference-in-pay leave for a unit member shall be the difference between the unit member's salary and the salary at Class VI, Step 6, Schedule A.

14.4 Benefits. The leave shall be considered as time in service with the District for salary schedule purposes, provided all requirements of the leave are met. The District will not pay health and dental insurance premiums, but the employee may continue his/her participation in the group plans by paying the District the cost of the premiums. Sick leave will not be accrued during the period of the leave.

14.5 Service Agreement. The unit member shall agree in writing to serve the District for one year following a Type D leave. At the option of the District, this requirement may be waived.

15.0 Professional Development Leave, Type E (Retraining Leave)

15.1 Purpose

15.1.1 Type E leaves provide retraining opportunities for unit members to prepare for future new assignments in new areas as determined by college and District priorities.

15.1.2 Type E leaves also provide opportunities for study in order to update or upgrade skills for current or future assignments.

15.2 Number of Leaves. A total of up to 2 FTE of Type E leaves may be assigned each year within the District. Leaves which are not used in one year shall not be carried forward to the subsequent year.

15.3 Eligibility for Type E Leave. A unit member who has satisfactorily completed seven years of service with the District is eligible to apply for a Type E leave. At least seven years must have elapsed since the last full professional development leave.

15.4 Application Procedure for Type E Leaves

15.4.1 The College President or District may indicate areas where retraining is needed.

15.4.2 Eligible staff shall apply to the College President for Type E leave. The application shall include a statement of the retraining goal, plus specifics regarding the courses or training activities to be undertaken to achieve this goal.

15.4.3 The application shall include a statement from the appropriate Area Dean(s) and full Dean(s) regarding the probable future assignments of the faculty member.

15.4.4 The College President's recommendations will be forwarded to the Chancellor or designee for presentation to the Board.

15.5 Service Agreement. The applicant shall agree in writing to serve the District for two years following a retraining leave. At the option of the District, this requirement may be waived.

15.6 Salary and Benefits. While on a Type E leave, unit members shall receive salary and benefits as if fully employed, and shall receive service credit for salary advancement and retirement.

15.7 Process of Reporting. While on a retraining leave, unit members shall submit brief progress reports quarterly. A final report shall be submitted to the College President within three months after returning to the District.

16.0 Exchange Teaching

16.1 Upon the recommendation of the Chancellor and approval by the Board of Trustees, a leave of absence of not more than two consecutive semesters may be granted to a permanent full-time certificated employee for exchange teaching.

16.2 Exchange teaching leaves shall normally commence with the beginning of a semester.

16.3 Service Agreement with the District.

16.3.1 The applicant shall agree in writing to serve the District for at least one year for each semester of exchange leave upon completion of the exchange teacher assignment.

16.3.2 If this agreement is not fulfilled, the applicant shall be required to repay to the District an amount, plus 6% interest, which bears the same proportion to the total compensation received as the amount of time which was not served bears to the total amount of time agreed upon.

16.4 Salary and Status.

16.4.1 While in the exchange position, his/her salary as prescribed in the Education Code will be paid by the Los Rios Community College District in the same amount as if he/she were teaching classes in the District.

16.4.2 Exchange teaching assignments shall be considered as time and service in the District for salary schedule placement and retirement purposes.

16.5 Application. Application for leave must be sent to the College President and forwarded to the District Personnel Office as early in the school year as possible, but not later than February 15 of the year previous to the leave.

16.6 Insurance Premiums. During the exchange teaching leave, the District shall pay the same portion of the employee's health and dental insurance premiums as is paid for other full-time certificated employees and make retirement contributions on salary paid to the instructor.

17.0 Foreign Educational Employment Leave

Employees on Foreign Educational Employment Leave whose one-year leave covers portions of two academic years shall earn one salary increment if the actual service to the District equals 75% of the required services days for one year within the two-year period.

18.0 Cancellation of Paid Leaves

18.1 If the leave cannot be completed as approved, the leave will be cancelled unless a suitable alternative program without substantive changes can be developed which is acceptable to the administration.

18.2 The college will attempt to reassign the instructor as a regular full-time employee during a period for which leave has been requested and approved.

19.0 Reinstatement Upon Return from Leaves

Upon returning from leave the employee shall, unless otherwise agreed, be reinstated in the position held at the time the leave began, or an equivalent position, unless the purpose of the leave is to qualify for a new assignment.

20.0 Failure to Perform

20.1 If an employee fails to perform the planned program (as determined by the Professional Standards Committee) upon which any Type A or B Professional Development Leave was granted, the employee may be required to repay the District all compensation expended by the District on his or her behalf, including, but not limited to, salary, fringe benefits, and step increments. Whenever a Type A or B leave is reimbursed, it shall be available to another eligible unit member at the college of assignment.

20.2 If an employee fails to perform the planned program of a Type D or E leave, the employee will be required to repay the District all compensation expended by the District on his/her behalf.

ARTICLE 5: LEAVES WITHOUT PAY

1.0 All regular unit members shall be eligible for consideration for leaves without pay.

2.0 Leaves without pay are categorized either as:

Category A - Leaves without pay or portions of leaves without pay which the District is required to grant as prescribed by law, such as military service leaves; or

Category B - Leaves without pay or portions of leaves without pay which the District has the option of granting under law.

3.0 Except as otherwise required by the Education Code, all leaves without pay are granted at the option of the District.

4.0 Applications for leaves without pay may be made for any lawful purpose, as provided by Section 87764 of the Education Code. The member will submit the application to the immediate supervisor. Within 15 working days after the member submits the application the member shall be notified of management's recommendation to the Board. Within five working days after the Board decision, the member will be notified of the action taken.

5.0 The application for a leave without pay shall state the nature of the activities that the member will pursue while on leave and the duration of the leave.

5.1 In the event the activities are of such a nature as to be generally regarded as confidential the applicant may state "confidential" on the application, with the understanding that he/she will be required to present the reasons verbally to the approving authorities.

5.2 In all cases, any primary gainful employment to be undertaken during the leave must be indicated on the application.

6.0 The period for a leave without pay shall not exceed twelve months per approval. The Board, at its discretion, may extend the leave upon consideration of renewal applications to be submitted within a time period to be not earlier than ninety (90) days nor later than sixty (60) days prior to the termination of the then current approved period.

7.0 Failure to return to duty within ten (10) working days of the expiration of an approved leave is to be considered by all parties an automatic resignation by the member from employment with the District. Should a member encounter an emergency which makes it impossible for the member to report for duty within ten (10) work days of the expiration of an approved leave covered by this article, the member may petition the Chancellor for reinstatement. The Chancellor will make a recommendation on the petition to the Board of Trustees. The decision of the Board of Trustees relative to accepting or denying the petition for reinstatement shall be final.

8.0 Extension of fringe benefits not to exceed the limits permitted by the insurance and program carriers shall be at the expense of the member, except as provided elsewhere herein.

9.0 Members who take leaves without pay for the expressed purpose of improving their work performance and/or the improvement of services to the student may apply at the time of the application for leave for consideration of fringe benefit expenditure reimbursement. The reimbursement, if granted by the District, would be paid at the end of the first complete semester worked for the District by the member after completing the leave and would be contingent upon demonstration of achievement at least to the level established as the goal in the application.

10.0 Credit for annual increment will be earned during the period of leave without pay providing the following conditions are met:

10.1 The member's application states an intent to apply for the increment upon return and outlines the criteria for judging how the achievements are to be measured; and

10.2 The district acknowledges at the time of processing the leave request that it will grant the increment subject to full documentation of the criteria set forth in the leave application proposal; and

10.3 Upon return the member documents to the satisfaction of the District administration that the activities undertaken during the leave did prove to be directly related to his/her work responsibilities and are measurable as described in the application.

11.0 A unit member who is awarded a research grant shall be granted, upon written request, a leave of absence without pay for the period of the grant, providing he/she meets the following criteria:

11.1 Is a regular certificated employee during the period of the leave;

11.2 Has been awarded a research grant:

11.2.1 Under the supervision of an accredited educational institution, or

11.2.2 By a governmental agency, or

11.2.3 By a foundation recognized for sponsoring educational research;

11.3 Has been awarded a grant which promises to:

11.3.1 Increase the recipient's understanding of his/her subject, and

11.3.2 Improve the recipient's teaching and contribute to his/her development as interpreter of the field of knowledge, and make a significant contribution to the instructional program of the District;

11.4 Is in a position for which an adequate replacement can be found, or in a program which will not be interrupted.

12.0 Except in extraordinary circumstances, such as but not limited to (a) changes in curriculum, (b) significant changes in student enrollments, (c) death of faculty member(s), (d) significant changes in District finances, et cetera, returning unit members shall be assigned to the same campus and position held prior to taking the leave.

1.0 Definitions of Instructional Modes

1.1 The Lecture/Discussion Mode includes lectures and discussion/recitation types of classes; direct involvement of the unit member in the delivery of information and direction of class discussions; outside preparation by students, i.e. homework; tests, quizzes, and final examinations; student reports and projects submitted to the unit member for evaluation. Examples: social science, art history, and business law.

1.2 In the Lab/Shop/Clinic Mode, the unit member provides instruction and supervision of students in lab/shop/clinic settings. This mode includes activities such as tests, quizzes, final exams and student reports and projects submitted to the unit member for evaluation. Examples: chemistry, physics, biology, allied health, block scheduled hours and most courses in the vocational/ technical areas.

1.3 In Other Modes of Instruction, the unit member provides individual attention, supervision, counseling or any other form of professional service for the benefit of students in settings other than traditional labs, shops, clinics or classrooms. Other Modes of Instruction is limited to (a) the individuals who were named in the Certificated Specialist Salary/Work Year Understandings of March 12, 1980; (b) counselors, (c) librarians, and (d) college nurses.

1.4 In Facilitative Modes of Instruction, the unit member assists students by providing coordination of programs, child care center services, and all other activities not defined above.

2.0 Formula Hours

2.1 Unit member workloads shall be computed in formula hours.

2.2 A formula hour shall be defined as any one of the following:

2.2.1 Fifty (50) clock minutes of the Lecture/Discussion Mode of Instruction per week, per semester.

2.2.2 Seventy-five (75) clock minutes of the Lab/Shop/Clinic Mode of Instruction per week, per semester.

2.2.3 One hundred and forty (140) clock minutes of the Other Modes of Instruction per week, per semester equivalent. (e.g., 140 (min) x 3 (fh) = 420. 420/60 = 7 hour work day for a full-time assignment.)

2.2.4 One hundred and sixty (160) clock minutes of all Facilitative Modes of Instruction per week, per semester equivalent. (e.g., 160 (min) x 3 (fh) = 480. 480/60 = 8 hour work day for a full-time assignment.)

2.3 Workload adjustments to bring about equity of load shall be determined in the following manner:

2.3.1 A faculty committee will be established by LRCFT to study and recommend to the Executive Board of LRCFT those workload adjustments that bring about greater equity. LRCFT shall forward the recommendations approved by the LRCFT Executive Board to the Chancellor by January 1, 1988.

2.3.2 District agrees to the use of up to $100,000 per year, for three years, of the money available to unit for salary improvement in order to bring about equity in workload.

2.3.3 The unit must match the $100,000 per year for three years with workload adjustments by decreasing formula hour credit as determined by the faculty committee described in 2.3.1. The workload of unit members must be increased sufficiently to match workload reductions. The combination must match the $100,000 contribution and the additional $100,000 of increased workload for a total of $600,000 in workload adjustments over the three-year life of this contract.

2.3.4 The full implementation of this workload adjustment will take place beginning with the Fall, 1988 semester. District agrees to advance from 1988-90 unit funds the third year $100,000 allocation in order that full implementation can be accommodated for the Fall, 1988 semester. LRCFT agrees that the matching $300,000 in workload adjustments will be included at this time for the total workload adjustment of $600,000.

2.3.5 If the committee cannot reach agreement on how the conditions of this Article are to be met, or the Executive Board of LRCFT or the Chancellor reject these recommendations, the $300,000 set aside to implement this Article or unused portion thereof will be added to the Salary Schedule in 1988-89.

2.3.6 The unit agrees that any recommendations made by the committee described in 2.3.2 must be approved by the Chancellor, and that the recommendations must meet scheduling realities. Implementation of the recommendations may be reviewed after one year, and recommendations within cost limitations must be submitted in accordance with 2.3.1.

2.3.7 Acceptance of this Article by both LRCFT and the District acknowledges that the contract is for three years, and that there will be no reopener on the workload article.

3.0 Special Teaching Conditions

3.1 Team Teaching

Unit members participating in team teaching assignments will receive formula hour credit in proportion to the percentage of in-class involvement. When team-taught class sizes exceed the normal size of classes taught by individual unit members, the formula conditions specified in 3.3 (oversize classes) shall apply.

3.2 Use of Instructional Assistants

Formula hour workload assignments are not adjusted for classes assigned instructional assistants. The use of instructional assistants is intended to result in an increase in learning productivity or effectiveness equating to a higher WSCH generation.

3.3 Oversize Classes

Credit for oversize classes will be granted on the same basis as has been the practice on each campus during the 1978-79 and 1979-80 academic years.

3.4 Work Experience

Formula hour equivalents will be given on the basis of the following number of students enrolled at fourth week census:

5-14 students enrolled - 1 formula hour
15-24 students enrolled - 2 formula hours
25-34 students enrolled - 3 formula hours

3.5 Media Instruction

A course taught for credit district-wide through television or other media is a single course assignment, regardless of the number of students enrolled in such a course, regardless of the locations of the meetings and the number of class meetings (not to exceed the number of hours assigned for the course when taught in the traditional mode), and notwithstanding the fact that for the convenience of the students, a student may sign up and receive credit for said course at any Los Rios District college, as described in that college's catalog and as numbered by section in the class schedule.

4.0 Preparations

Normally unit members will not be assigned more than 3 different course preparations per semester. Exceptions shall be by mutual agreements between unit members and supervisors.

5.0 Staffing Levels/Schedules/Overloads

5.1 Class schedules and class sizes other than Allied Health shall be arranged each semester to achieve a district average of 564-574 WSCH per FTE with assignments identified in instructional modes described in 1.1 and 1.2 above at the first census week, taking into consideration the rate of attrition between registration and the fourth week. The removal of Article 6, Section 5.7, of the 1981-84 agreement is not intended to alter the limitations contained in this section. The average WSCH per unit member for each college shall be set in annual budget guidelines. Consideration will be given in establishing the budget guidelines to the size of the college or off-campus center and to the nature and size of the program.

5.2 Class schedules and class sizes for Allied Health shall be arranged each semester to achieve a range consistent with legal/ accreditation constraints imposed upon the District by government or accreditation bodies external to Los Rios Community College District.

5.3 Schedules for each semester shall be planned to accommodate the needs of students and to efficiently utilize facilities. Before individual schedules and assignments are made, the currently employed unit members will be provided an opportunity to present, in writing, their preferences with regard to such things as courses to be taught, areas of responsibility, day and evening assignments, off-campus assignments, number of different course preparations, maximum number of consecutive formula hours per day and desire for overload. The area dean will consider the unit members' preferences in making schedules and assignments.

5.3.1 At the college level, a College Faculty Workload Committee shall determine the WSCH goals for each of the major subject areas, and the workload goals for other service areas, in order for the colleges to obtain the overall assigned workload goals.

5.3.1.1 The Committee shall be composed of the following:

- Dean of Instruction (or designee) and a minimum of four Area Assistant Deans appointed by the College President.

- An equal number of unit members appointed by the Federation.

5.3.1.2 In the event that the committee is unable to recommend area WSCH goals at least 60 calendar days prior to the scheduled completion of a semester's schedule planning sheets, the Dean of Instruction will set the area goals.

5.3.2 An Area Load Committee composed of the area assistant dean and a representative of each subject area (department spokesperson where appointed) will determine how each area will obtain the assigned WSCH goal by the College Faculty Workload Committee. If the committee fails to establish WSCH/FTE goals per subject area at least 15 calendar days prior to the scheduled completion of a semester's schedule planning sheet, the area assistant dean will set the area's WSCH goals.

5.4 No unit member shall be assigned more than one class for a given hour except by mutual consent.

5.5 Overload Assignments

5.5.1 Definition: An overload assignment is an assignment for extra pay in excess of the normal assignment of a full-time unit member. In making overload assignments, preference shall be given to full-time unit members for assignments in their subject area at their college, contingent upon favorable evaluations. In order to maintain

preference for an overload assignment, the request must be submitted concurrently with the request for the regular assignment.

5.5.2 No overload assignment shall be allowed any contract regular full-time unit member until each contract/tenured full-time unit member in each designated division of each college and each tenured part-time unit member has been assigned work in proportion to the percent of load at which the individual is tenured.

5.5.3 Extra service beyond a regular assignment and contract period shall be allowed on a mutual consent basis to full-time unit members. Extra service shall be compensated for according to placement on salary Schedule B. The hourly rate shall be proportionate to the number of hours required to equal a work day for a full-time assignment as defined in Article 6, Section 2.2.

5.6 Workload distributions will not be discriminatory. Assignments which are alleged to be discriminatory may be grieved. As a prior condition to filing a grievance, the member must appeal the assignment to the College Faculty Workload Committee. The appeal to the Committee substitutes for the Informal Conference provided in Article 18, Section 3.1, and the time limits of that section are applicable.

5.7 Counselor Workload

The total number of unit member counseling assignment FTE assigned to the colleges shall be calculated on the basis of annually projected data as follows:

The fall semester fourth week enrollment data which excludes those students who are enrolled only in TV courses and/or in Mini-Mode type courses shall be the basis for determining the subsequent year's counseling assignment FTE at a ratio not to exceed 1:900.

6.0 Work Year

6.1 Management recognizes that the typical faculty load is 60 formula hours over a two-year period. However, in order to meet department or scheduling problems, the District reserves the right to make an assignment over that two-year period which could vary from 60 to 62 formula hours as part of a unit member's regular load. Faculty assigned in Instructional Mode 1.3 or 1.4 shall be maintained at 60 formula hours over the two-year period.

6.2 Exceptions to the standard work year.

6.2.1 The work year for Counselors, Program Coordinators, and Certificated Specialists shall be 185 days of service within the fiscal year. The additional 10 days over the standard 175 shall be compensated at a pro rata rate based on each unit member's placement on the "A" salary schedule and shall be counted towards retirement and sick leave.

6.2.2 The prior agreement of March 12, 1980, concerning Certificated Specialists shall continue in force.

6.2.3 The work year for Child Care Center employees shall be 180 days of service within the fiscal year. The additional 5 days over the standard 175 shall be compensated at a pro rata rate based on each unit member's placement on the "A" salary schedule and shall be counted towards retirement and sick leave.

7.0 School Week

7.1 The school week of the Los Rios Community College District is defined as follows:

Monday through Saturday beginning at 7:00 a.m.
and ending at 10:30 p.m.

7.2 The work week will normally consist of five consecutive days. Exceptions shall be by mutual consent.

7.3 The work day of a unit member regularly working five consecutive days shall not be longer than nine hours elapsed time from the beginning of the first until the end of the last hour assigned on that day. Exceptions may be made as a result of enrollment declines, program demands, or single faculty departments in order to fill the tenure level of an instructor.

7.4 The duty day for a 100% full-time instructor shall consist of a minimum of five (5) hours on campuses each of five (5) work days during the school week. Assignments on committees and scheduled meetings are in addition to the minimum five hours. One office hour per day shall be scheduled on all days when classes scheduled are less than six hours for that given day. An exception to the five-day work week is permitted under conditions set forth in 7.4.1 and 7.4.2 as follows:

7.4.1 Exception to the five-day, five-hour minimum per day work week for full-time, 100% instructors may be made providing the individual instructor involved is assigned to conduct both (a) a minimum of two separate classes and (b) at least seven formula hours of classroom instruction per semester in classes which are scheduled to begin not earlier than 3 p.m. or on weekends.

Such exception shall provide for an instructor academic calendar work year equivalent to 28-32 formula hours per year and a work day assigned at the option of management of any combination of hours between 7 a.m. and 10:30 p.m.

7.4.2 Full-time, 100% instructors assigned to more than one of the four main college campuses (ARC, CRC, SCC, CRC-P) may be exempted from the five-day, five-hour minimum per day work week provided they are assigned to teach at least six formula hours at the second college.

7.4.2.1 Where assignments specified in 7.4.2 involve more than one campus on the same calendar day, then, within the overall nine-hour work day span per section 7.3, the schedule shall accommodate at least one hour of non-assignment time between the end of an assignment hour at one campus and the beginning of the next immediate assignment hour at the subsequent campus.

7.5 Except for overload assignments, there shall be a minimum of 12 hours of elapsed time between the end of the last hour assigned on each day of service and the beginning of the first hour assigned on the next day of service worked. Exceptions shall be by mutual consent.

8.0 Part-Time Unit Member Workload

8.1 The District will make available to currently employed part-time unit members a form on which they may indicate their interest in an assignment for a subsequent semester. Those part-time unit members who respond by the deadline will be notified no later than 30 days prior to the start of the semester of requested assignment if they are not to be sent a Tentative Schedule. Such notification will be either (1) by District mail or (2) by U.S. Mail using the address provided on the instructor availability form.

8.2 All those who accept assignments will be subject to the conditions specified on the Tentative Schedule. The Tentative Schedule in use as of December, 1981, will not be modified in such fashion as to contravene any section or article of this contract.

8.3 When there is need for additional certificated service in a subject area at a given college beyond that provided by tenured or contract employees, preference shall be given according to the following priority order:

First: Full-time unit members from the same subject area at the college where the hiring is to occur.

Second: Part-time, temporary unit members who have taught for three semesters in the subject area at that college and who are either currently employed or were employed the previous semester.

Third: Part-time, temporary unit members who have taught in the subject area at other Los Rios colleges.

Fourth: Full-time unit members from the same subject area at other colleges; non-unit members; and new applicants from approved pools.

8.3.1 In order for the preference described in Section 8.3 to be given, all of the following conditions must be met:

a. An instructor availability form must be received by the appropriate Area Dean (Assistant Dean) at the college with the opening before the deadline as indicated on the availability form. Forms shall be made available at each college in a location designated by the President.

b. Both full-time and part-time temporary faculty, when requesting a change in assignment from one college to another, must be interviewed by a committee of faculty and management at the receiving college and given a satisfactory rating.

c. The most recent evaluation in the subject area must be satisfactory in all categories.

8.3.2 The preference granted shall not be used to increase a unit member's amount of workload. Once increased, however, the member has hiring preference for an amount which is the higher of either the current semester or the previous semester. Preference for part-time or overload assignment shall not exceed a District total of 40% per semester of a full-time load.

8.3.3 Exceptions to the priority order of preference can be made for any one of the following conditions:

8.3.3.1 To meet an official affirmative action goal adopted by the college.

8.3.3.2 To obtain the services of a person with unique qualities which would enrich the educational offerings of the District (eminence). Eminence shall be determined by the Chancellor or designee.

8.3.4 Preference is for purposes of initial assignment only. When assignments must be cancelled because of low enrollment, or for other administrative purposes, the order of preference as described in Section 8.3 shall not apply to any subsequent reassignment.

8.4 When full-time or part-time faculty transfer from one college to another college, or are reassigned from one subject area to another subject area, they shall be evaluated as new faculty according to Article 8, Sections 5.2.3.2 and 5.2.3.3. Movement from one preference group to another preference group as identified in Article 6, Section 8.3, shall not occur until completion of three semesters of service in the subject area at the college of preference.

ARTICLE 7: ACADEMIC CALENDAR

Representatives of the district administration shall meet with representatives of the Federation on items relating to the academic calendars for each school year.

1.0 General Conditions

1.1 The calendar meetings shall be completed for the succeeding year no later than January 15.

1.2 The academic calendars shall be for 175 days of instruction or as otherwise stipulated in state statutes.

1.3 Holidays specified in Education Code 79020 or other state statutes shall be respected in each academic calendar.

1.4 The parties intend that the calendars adopted will extend the greatest opportunity practical to encourage student enrollment.

1.5 The 175 day work year for unit members shall be accounted for in total within the pertinent academic calendar except as provided for otherwise in Article 6.

1.0 Purposes of Evaluation: To Improve In-District Educational Program

The evaluation of certificated employees has the primary goal of improvement of the educational program. It is the intent of both the district and certificated employees to work toward this common goal. Procedures, processes and comments surrounding evaluation shall clearly be directed toward this goal. Evaluation as provided under provisions of the Education Code is a continuous process.

2.0 Authorization

Under the provisions of the Education Code (Section 87664), LRCFT assumes the role of faculty representative for the purpose of joining the District in the setting forth of reasonable and specific standards of evaluation. Further, under the provisions of the Government Code (Section 3543.2, Rodda Act), LRCFT is recognized as the faculty representative for the express purpose of negotiating the procedures to be used for the evaluation of employees.

3.0 Definitions for Evaluation Purposes, Standards and Procedures

3.1 Academic Year is the period from the first day of the fall semester or quarter through the last day of the following spring semester or quarter. The academic year for 12-month employees begins July 1 and ends June 30.

3.2 Certificated Employee is an employee in a position for which certification is required pursuant to the Education Code.

3.3 Evaluation is a review of a certificated employee's performance accomplished as provided in this agreement and reduced to writing.

4.0 Standards for Evaluation

4.1 Professional Competence

4.1.1 Demonstrates knowledge of field in performance of service.

4.1.2 Does careful and purposeful preparation and planning.

4.1.3 Knows and uses methods to achieve the goals and objectives of the areas of service.

4.1.4 Gives clear assignments or directions.

4.1.5 Uses reasonable methodology to meet individual differences.

4.1.6 Establishes routines to provide for a well-organized working situation.

4.1.7 Provides an environment in which the dignity and individuality of the student is respected.

4.1.8 Distributes a current, complete course outline with course objectives to students and provides a copy to the Area/Division Dean.

4.1.9 Maintains appropriate records and reports.

4.2 Personal Qualities

4.2.1 Expresses ideas clearly and accurately.

4.2.2 Meets obligations on time.

4.2.3 Demonstrates maturity of thought and judgment in reaching decisions.

4.2.4 Works effectively and cooperatively with others.

4.3 Professional Attitudes

4.3.1 Is willing to help the student with his/her related problems.

4.3.2 Acts professionally in relationships with others.

4.3.3 Accepts and implements constructive suggestions.

4.3.4 Is willing to seek and to try new ideas.

4.3.5 Avails oneself of the opportunities to grow in the profession.

4.3.6 Recognizes the merits of differing methods and techniques.

4.3.7 Attends and participates in department/area/college and general faculty meetings and committee assignments.

5.0 Procedures

5.1 Supervision

5.1.1 The District shall maintain an orderly method of supervising instruction.

5.1.2 Throughout the probationary period, supervision will be conducted in a manner designed to help the contract employee realize continuous progress and develop his/her professional capacity to his/her highest potential.

5.1.3 Immediate supervision of a contract employee will be the responsibility of the primary evaluator who will follow established procedures for evaluation of contract employees.

5.2 Selection and Role of Evaluators

5.2.1 Each certificated employee shall be evaluated by a primary evaluator with direct administrative responsibility who shall be responsible for the evaluation. The employee shall be entitled to an evaluation process which is free from harassment. The college president will be responsible for selecting a primary evaluator for each certificated employee on his/her campus. The Chancellor will have the same responsibility for the certificated employees at the district office.

5.2.2 Sources of Evaluation Input

5.2.2.1 Pre-Evaluation Conference - Each employee within six weeks of his/her employment or of the beginning of the evaluation period, whichever is later and prior to his/her evaluation, shall be apprised in writing of the standards and procedures upon which his/her performance will be evaluated. Each employee and his/her evaluator shall agree in advance on the duration of the formal evaluation observation, as appropriate to the circumstances of observation and the employee's assignment.

5.2.2.2 Peer Evaluation - A written performance evaluation completed by a group of three peers selected as follows: one by the employee, one by the primary evaluator, and one by the joint selection of the employee and the evaluator.

5.2.2.3 Professional Growth Conference - The employee, the primary evaluator, and the reviewing evaluator shall be jointly responsible for developing written performance goals and objectives for improvement of performance wherever the need to improve is indicated. They shall also be responsible for establishing a schedule of meetings during the evaluation period to review progress towards achievement of those goals and objectives. The reviewing evaluator for college personnel shall be either the president of the respective college or that president's designee. The reviewing evaluator for non-college personnel (i.e., district office) shall be either the Chancellor or the Chancellor's designee.

5.2.2.4 Self-Evaluation - A written self appraisal utilizing a standard form mutually agreed upon by the faculty senate and the college president or a form designed by the employee and approved by the primary evaluator.

5.2.2.5 Student Evaluation - Students in all of the employee's classes shall be requested to submit written evaluations and comments utilizing a standard form mutually agreed upon by the faculty senate and the college president or a form designed by the employee and approved by the primary evaluator.

5.2.2.6 Work Station Observation - The primary evaluator and/or his/her designee shall conduct work station observations of the employees being evaluated. Classroom observations shall not exceed three (3) work station visits per assigned course during the evaluation period.

5.2.2.7 Post-Evaluation Conference - In all evaluation processes, the evaluator shall be required to explain fully and specifically, in writing, each and every "Needs Improvement" and "Unsatisfactory" mark. These explanations, along with any written rebuttal or explanations that the employee may wish to make, shall be appended to the evaluation form and will become an official part of the employee's personnel file with equal weight and importance as all other parts of the evaluation process and record.

5.2.3 There shall be four process formats for evaluating certificated personnel. For purposes of this section approved leaves shall count as continuous service.

5.2.3.1 Process A. This process shall be used for regular employees, who shall be evaluated once every two years unless in the judgment of the primary evaluator there is a need for additional evaluation at which time the primary evaluator will inform the employee in writing setting forth the reasons for the additional evaluation and notifying the employee of a pre-evaluation conference to establish evaluation procedures as provided for in this section. Process A shall consist of (1) pre-evaluation conference, (2) work station observation, and (3) post-evaluation conference. If the primary evaluator deems it necessary, one or more of the following sources of evaluation may be added to the process (choice to be made by mutual agreement): (1) student evaluation, (2) peer evaluation, (3) professional growth conference or (4) self-evaluation. The process may be initiated at the beginning of either the fall or spring semester and will follow the time lines specified in Section 5.3.

5.2.3.2 Process B. This process shall be used for contract and 100% temporary employees, who shall be evaluated during the first semester of employment and each semester thereafter. The process shall consist of (1) pre-evaluation conference, (2) work station, (3) either student evaluation or peer-evaluation, (choice to be made by mutual agreement) and (4) post- evaluation conference. By mutual agreement one or both of the following may be added to the process: (1) professional growth conference, or (2) self- evaluation (choice to be made by mutual agreement).

5.2.3.3 Process C. This process shall be used for part-time temporary employees who are members of the unit, who shall be evaluated once every four semesters of employment or once each two years, whichever comes first. The process shall consist of (1) work station observation, (2) either student evaluation or peer evaluation (choice to be made by mutual agreement) and (3) post-evaluation conference. A pre-evaluation conference may be held at the option of the primary evaluator. By mutual agreement, one or both of the following may be added to the process; (1) professional growth conference, or (2) self-evaluation.

5.2.3.4 Process D . This process will be used for the employees who during the previous semester were evaluated using process A, B, or C and who received an overall evaluation of "needs improvement" or "unsatisfactory." The employee will be evaluated in the first semester after such a rating and for two additional semesters thereafter or until an over-all evaluation of "meets or exceeds standards" is obtained, whichever comes first. The process shall consist of (1) pre-evaluation conference, (2) work station observation, (3) either student evaluation or peer evaluation, (choice to be made by mutual agreement), (4) professional growth conference, and (5) post-evaluation conference. By mutual agreement self-evaluation may be added to the process. If, at the conclusion of the third semester of evaluation using this process the overall evaluation is not "meets or exceeds standards," then the union and the District are required to jointly appoint an administrator who will review the process to date and determine the efficacy of continuing evaluation according to this section. Management may be represented by the primary evaluator and the employee may be represented by the union.

5.3 Evaluation Time Lines

5.3.1 Each certificated employee shall be evaluated as follows:

5.3.1.1 The form used to report evaluation information is provided by the district personnel office as shown in Appendix (present form).

5.3.1.2 The evaluation process may take place during the fall or spring semester but must follow the chronology below during that semester:

Activity	Period in Which Completed
Pre-Evaluation Conference	1st through 6th weeks
Evaluation Activities	2nd through 14th weeks
Post-Evaluation Conference	8th through 16th weeks

5.3.1.3 The specification of the dates indicated in this Article are not binding, but rather are stated as guiding direction for the accomplishment of the evaluation. If a particular target date cannot be met and the evaluation is delayed, the employee or the supervisor will provide a written explanation to the other person stating the reasons causing the delay. Good faith effort will be made towards meeting all target dates.

5.3.2 Employees who are reassigned to a new division or who are transferred to another campus on a full or part-time basis, will be evaluated in the new position on a schedule independent of that associated with concurrent or previous assignments.

5.3.3 Any action taken against a teacher as a consequence of the evaluation shall be consistent with Article 6, Chapter 3, Part 51 of the Education Code.

5.3.4 Nothing in this article is intended to restrict any employee's rights of grievance as provided under the terms of this contract. If a grievance involves whether or not an evaluation may be held under the specific terms of this agreement, then the following special expedited grievance procedure is available to the unit member:

5.3.4.1 Providing that the unit member files the grievance immediately upon learning of the impending evaluation, the evaluation will be deferred until the decision has been reached at the college level (Article 18, Section 4.1).

5.3.4.2 If the grievant is not satisfied with the decision at the college level, he/she may request that the Union pursue the grievance immediately to a Board of Review without regard to the District level (Article 18, Section 4.2). The Union must abide by the time requirements of Article 18, Section 4.3, and the evaluations may proceed during the pendency of the Board of Review process and any subsequent review.

1.0 Definitions

1.1 Assignment is defined as the designated duty location of a certificated unit member. Initial assignment of certificated personnel to particular divisions or departments for which they are qualified shall be made by the college president.

1.2 Reassignment. A change at the same college in the placement of a member within the certificated qualifications which they hold into different departments and/or divisions is a reassignment.

1.3 Transfers. The change of a member from one college to another into a position for which he/she is certificated and qualified.

1.4 Reduction in Force. The laying-off of employees with employment rights in the District is to be as defined in law.

1.5 Seniority. The employment rights of a faculty member based on the initial date of employment in the District.

1.6 Partial Assignments. Less than full teaching load assignments held as a result of a reduction in force by a faculty member with full-time employment rights in the District.

1.7 Assignment Schedule. The place and hours per day and/or per week which a faculty member is required to be at a specific duty station.

1.8 Vacancy Notice. The District shall notify the bargaining unit of any bargaining unit vacancies within the District.

2.0 Reassignment

2.1 Voluntary Reassignment. If a vacancy occurs in a department or division outside of the unit member's normal assignment, or if the faculty member is a part-time employee and the position is for full-time in that department or division, and the faculty member is qualified to fill the vacancy, the faculty member may apply by submitting a request.

2.2 The faculty member, if qualified, shall be given consideration for the position.

2.3 Involuntary Reassignments. In the absence of volunteers to fill a vacancy internally, the District may administratively reassign from any overstaffed area that qualified faculty member with the lowest seniority.

3.0 Transfers

3.1 Voluntary Transfers. If a vacancy occurs at another college in the District in the same or other departments and divisions in which the faculty member is assigned, and the faculty member is qualified, the faculty member may apply on forms provided by the District.

3.2 Employee-initiated requests for transfer shall be transmitted through the District Personnel Office to the President and the appropriate departments and/or divisions of the college at which the application is directed.

3.3 The faculty member requesting the transfer, if qualified, shall be considered for the announced position opening.

3.4 Involuntary Transfers. If a vacancy in the District is to be filled internally and there are no qualified volunteer faculty members, the District may administratively transfer that qualified faculty member with the lowest seniority in that discipline area from a college which has staff overage.

4.0 Rights of Return

When there is a District-wide vacancy after January 15, 1982, and the opening is in the employee's original unit, the employee who has been voluntarily transferred or voluntarily reassigned has the right to such an opening provided:

4.1 The employee accepts such first available assignment which is at least equal to the percent of assignment (tenure) as previously held in the original unit; otherwise the employee forfeits all rights to return automatically.

4.2 In the event that there is an opening which is not at least equal to the percent of assignment (tenure) as previously held, the employee has the option to accept the lesser percent of assignment which has become available at the original unit.

However, should subsequent opening combinations develop at the original unit which would provide opportunity for the employee to have a reassignment which is at least equal to the percent of assignment originally held by the employee, then the employee must do one of two things, either:

4.2.1 accept the developed opening combination which would at least equal the original percent of assignment held, or

4.2.2 forfeit all rights to automatic reassignment and also forfeit all rights to the partial reassignment at the original unit. Further, in such case the employee is subject to be reassigned to the initial voluntary position as per the terms of the initial volunteering at the discretion of the District.

(This section applies to bargaining unit members who either:

a. apply for an opening and are voluntarily transferred from one college to another college or are voluntarily reassigned from one division to another division within the same college in accordance with the provisions of this article on or after July 1, 1981; or

b. were reassigned from one division to another division within the same college or transferred from one college to another college during the period from July 1, 1978, through June 30, 1981, by a means other than involuntary reassignment or involuntary transfer.)

5.0 Seniority, Reduction in Force, and Recall Rights

5.1 All faculty members with re-employment rights shall hold a seniority number corresponding to their relative date of employment in the District.

5.2 The District shall provide LRCFT with current seniority lists for all bargaining unit employees with re-employment rights. The District shall also notify LRCFT of proposed and determined reductions in force, what employees are affected, and the length of the lay-off, if determinable.

5.3 In the case of a reduction in force, those faculty members with the lowest seniority shall be laid off first, in accordance with provisions of the Education Code. In the event that future legislation addresses reduction of force, this contract language will prevail if the legislative language is permissive.

5.4 Return to duty shall be accomplished in the order of the higher seniority first according to the following terms and conditions:

5.4.1 If a vacancy occurs, each employee who has been laid off shall be notified by mail of any full- or part-time vacancies in the District. Such notification shall be circulated twenty (20) days before the vacancy shall be advertised for general applicants. The District shall notify LRCFT of the existence of such vacancies. No person without reemployment rights shall be hired as long as there are any qualified faculty members with reemployment rights available for any open position.

5.4.2 If a certificated employee on lay-off exercises seniority rights for a position which is less of a load than his/her re-employment right, that employee shall retain his/her seniority position in regard to other employment in the District.

5.4.3 An employee on lay-off with re-employment rights shall have fifteen (15) days after the mailing of vacancy notices to apply to exercise their preferential recall rights.

6.0 Partial Assignments, Academic Year

6.1 For regular full-time faculty members, less than full-time assignments may be granted for the following reasons:

6.1.1 A reduction from full-time to partial retirement made voluntarily by the certificated employee.

6.1.2 A reduction from full-time to partial assignment made at the request of a regular faculty member for reasons of health, personal problems, or professional development. Such partial assignments normally shall not exceed one (1) academic year, but may be extended for good cause.

6.1.3 No partial assignments shall be given in a department discipline as long as a regular faculty member with full-or part-time employment rights is kept involuntarily on a partial contract that is less than the employee's tenured employment rights.

7.0 Assignment Schedule

7.1 The development of a specific place of duty, assignment(s), and hours shall take into consideration the requests of the faculty member in coordination with the department spokesperson and/or area dean. The employee's preferences (rooms, time-of-day, courses, etc.) in scheduling shall be given every consideration when consistent with sound educational practices.

8.0 Resignations

8.1 A certificated employee who submits a written resignation may, within ten (10) days following the date said resignation was submitted to the college administration, withdraw the resignation without prejudice, except when the resignation is part of a negotiated resignation or given for participation in a special District program in which cases the resignation is effective immediately upon acceptance by the Chancellor or designee.

ARTICLE 10: SENIORITY

1.0 In accordance with prevailing state law, the district shall maintain a certificated register; a seniority number will be assigned to each member of the bargaining unit with re-employment rights.

2.0 Numbers will be assigned according to provisions in the Education Code. Lower numbers indicate earlier hiring dates; higher numbers more recent dates of employment. The order of seniority for individuals having the same first day of employment is by the assignment of random numbers. Seniority will apply to the tenured teaching load percent designated by Board appointment and subsequent Board reassignment.

3.0 Certificated registers shall be maintained in the president's office of each college, at the district personnel office and with the president of LRCFT.

ARTICLE 11: CONFERENCES AND TRAVEL

1.0 Conference and Meeting Attendance

Members may be authorized by the district to attend conferences, workshops, or meetings which are directly related to their work assignments and institutional responsibilities without loss of pay when it has been determined by established campus procedures that the district, the students, and the member will profit by attendance.

2.0 Administration of Conference/Travel Funds

2.1 Travel/conference funds made available by the budgeting process to each campus will be divided equitably among the disciplines and areas of the college and will be administered by established campus procedures. Such procedures shall involve input from faculty.

2.2 Members will receive reimbursement for previously authorized reasonable and necessary expenses up to the amount specified on the authorization form.

2.3 Out-of-state travel shall require approval of the district chancellor or designee.

3.0 Use of Private Vehicles in Conducting District Business

3.1 Members who report to a regular place of work and then are required as part of their regular workload to travel in their private vehicles to another location will be reimbursed at the established district rate for the miles traveled between the two locations. Mileage after reaching the additional location will be allowed only in the case that the member is required to return to the principal place of work before the close of the working day.

3.2 A member having an assignment requiring that part of his regular contract routine duties be performed at a location away from his principal place of work is expected to use a district vehicle whenever possible and can receive mileage reimbursement only when no district vehicle is available.

3.3 The distance from the member's principal place of employment to the off-campus location is to be greater than two miles in length to be eligible for reimbursement.

1.0 Safety

Safety is a mutual concern to both employees and employer. The District recognizes its responsibility to comply with Cal-OSHA regulations in providing employees with safe working conditions. Unit members recognize their responsibility to follow safe working procedures, to utilize appropriate safety gear and to submit written reports of unsafe conditions. In the case of a clear and present dangerous condition (as defined by Section 830 of the Government Code), the member has the obligation to suspend activities and to immediately notify the area supervisor.

Section 830 of the Government Code states as follows:

> "'Dangerous condition' means a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used."

1.1 Any on-the-job disputes over safety conditions that cannot be resolved between the member and the area supervisor will be addressed to the location safety officer. No member shall be required to return to the work location until the District decides that the location is safe.

1.1.1 Location safety officers designated by the Chancellor/designee are as follows:

College Campus ---------- Dean of Administration
Central Maintenance/District Office -- Director of Plant Facilities
Placerville Center ---------- Assistant Dean

1.1.2 If the location safety officer determines that the conditions are safe, the employee is expected to proceed with the required tasks. In the case of immediate problems, the location safety officer may call or contact the District safety officer. An employee may report the incident to the location safety committee, if he/she finds the decision unsatisfactory. The committee will review the matter at a regularly scheduled meeting.

2.0 Location Safety Committees

To ensure employer's/employees' recognition of the importance of a safe working environment and safe working conditions, location safety committees shall be constituted on each campus of the District and Central Maintenance/District Office.

2.1 A representative from each employee unit including Blue Collar, White Collar, Supervisors, Management/Confidential and Certificated will be invited to serve on a safety committee. LRCFT will appoint its representative. The location safety officer will assume responsibility for coordinating these meetings. Other individuals with concerns and/or

expertise in the area of health and safety may be invited to serve on these committees as well.

2.2 A Safety Coordinator will be appointed from each safety committee to act as a safety representative to a district-wide committee.

3.0 District Safety Committee

Each Safety Coordinator from each of the six locations will meet semi-annually with the Chancellor's designee to review accident experience in the District and coordinate district-wide safety campaigns and procedures designed to combat unsafe practices and increase safety consciousness.

4.0 Procedure

The location safety committees shall meet periodically to review and make recommendations on the following items:

(a) Accident reports filed by employees during the intervening period. The committee will examine the cause and develop a follow-up procedure for correction, if possible;

(b) Reports filed by employees or others of alleged safety deficiencies or problems or health hazards;

(c) Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks, and the responsibility of employees concerning safety practices.

4.1 Location safety committee members shall first attempt to resolve safety problems on each campus or work site. Any unresolved safety problem not settled at the Campus/Central Maintenance level may be appealed to the District Appeals Committee.

5.0 District Appeals Committee

A District Appeals Committee is hereby established composed of one (1) District safety representative appointed by the Chancellor/designee and one (1) member appointed by each employee organization. Any disputes involving safety which have not been settled at the campus level will be presented at a scheduled hearing arranged by the District Appeals Committee.

Every effort will be made to provide a satisfactory solution to safety concerns. Recommendations of the Appeals Committee will be presented to the Chancellor/designee whose decisions shall be final. This appeal procedure is provided in lieu of the regular grievance procedure of Article 18, and its use for safety problems is exclusive. Should the appeal process be completed without satisfactory resolution, the administrative remedy has been deemed exhausted.

ARTICLE 13: PERSONNEL FILES

There shall be one district personnel file for each member of the bargaining unit. It shall include, but not be limited to, records of employment with the District, records of educational advancement and other work or experiences pertaining to the member's position with the District, and records of professional evaluation as prescribed by State law.

The materials in the official District file shall be considered and used as the only official personnel record of the District in any proceedings affecting the status of the faculty member.

1.0 Reviewing File

1.1 Any faculty member may examine his/her personnel file maintained at the District Office; excluded from the faculty member's review will be ratings, reports or records which were (a) obtained prior to the employment of the faculty member, (b) prepared by identifiable selection or evaluation committee members, or (c) obtained in connection with a promotional evaluation.

1.2 In review of the file, the faculty member may be accompanied by a representative of the Federation. No other individual or organization shall have access to the file other than those legally authorized.

2.0 Placing Materials in the File

2.1 No material which is derogatory to a faculty member's conduct, service, character, or personality shall be placed in his/her file without being brought to the attention of the faculty member by a written notice to the faculty member from the District Personnel Office. Anonymous materials shall not be entered in the file.

2.2 The faculty member may answer in writing any complaint filed. The District Personnel Office will acknowledge receipt of and file the employee's response.

2.3 The faculty member shall have the right to place in his/her file material or information that he/she deems relevant to his/her career or advancement.

3.0 Use of Derogatory Material

Derogatory material will be sealed upon request of the employee after two years without any similar complaints. Such sealed material cannot be opened except upon written request of the employee or by process provided under law.

4.0 Reproduction of Material in the Personnel File

Upon written request a faculty member shall be furnished, at a reasonable cost, a reproduction of material in his/her file, excluding items listed under 1.1 (a), (b) and (c) above.

ARTICLE 14: GOVERNANCE

14.1 Stipend considerations for departmental spokesperson(s) are subject to negotiation between the District and the bargaining unit. However, changes to Policy 7614 and Regulation 7614 will be made by the District only after conferring with the District Senate Council.

14.2 The Los Rios District will continue, for the life of this Contract, to explore alternative modes of governance. Below are the components and methodology for proposing and implementing alternative modes of governance.

A. "Steering Committee" comprised of the following: (1) District Chancellor; (2) three managers appointed by the Chancellor; (3) District Senate President; (4) immediate past District Senate President; (5) LRCFT President; and (6) immediate past LRCFT President.

B. "Shared Governance Committee" comprised of the following: (1) Steering Committee members; (2) six managers appointed by the District Chancellor; (3) ARC, CRC and SCC Senate Presidents; and (4) LRCFT campus chairs for ARC, CRC and SCC.

The "Steering Committee" shall define issues and formulate concrete proposals which will be forwarded to the "Shared Governance Committee" for approval, amendment, or rejection.

ARTICLE 15: ACADEMIC SENATES

It is the intent of the parties to this agreement that nothing contained in this contract shall be construed to restrict, limit, or prohibit the full exercise of the functions of the Academic Senates to represent the faculty in making recommendations to the administration and governing board of the district with respect to district policies on academic and professional matters, so long as the exercise of such functions does not conflict with this agreement or the collective bargaining process.

ARTICLE 16: NON-DISCRIMINATION

The Board and the Los Rios College Federation of Teachers agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, religion, sex, age, sexual preference, political beliefs, political activities, political affiliation, or marital status. LRCFT commends the Board of Trustees' commitment to equal opportunity and affirmative action.

ARTICLE 17: ACADEMIC FREEDOM

The faculty shall have the academic freedom to seek the truth and guarantee freedom of learning to the student.

1.0 Definition

1.1 A grievance shall be a complaint by:

a. a unit member that she/he has been adversely affected by a misinterpretation, misapplication or violation of the provisions of this Agreement, or

b. LRCFT that LRCFT has been adversely affected by a misinterpretation, misapplication or violation of rights directly affecting it or as a co-filer with an individual grievant. In the event LRCFT has a grievance directly affecting it, the grievance shall be filed at the campus level or District level, whichever is appropriate.

2.0 Miscellaneous Provisions

2.1 Right to Representation

2.1.1 At the Informal, College and District levels, the grievant may choose either:

a. to be represented accompanied by an LRCFT agent, or

b. to be represented by herself or himself alone.

2.1.1.1 Where the grievant chooses 2.1.1(b), LRCFT shall have the right to be represented by an observer at meetings between the grievant and the District. At the College and District levels, the District shall notify LRCFT of such meetings.

2.1.1.2 Whenever a unit member chooses to pursue a grievance without LRCFT representation, the grievant shall assure that LRCFT has been notified by securing the LRCFT number on the grievance form from the campus grievance representative.

2.1.1.3 Further, whenever an employee chooses to pursue a grievance without LRCFT representation:

a. The District shall notify LRCFT of any settlement mutually proposed by the grievant and the District, at any level, and

b. LRCFT shall have the right of comment prior to finalization of such proposed settlement.

2.1.2 At the Board of Review and Board of Trustees, the grievant must be represented by LRCFT. Should LRCFT choose not to appeal to these levels, the administrative remedy of the grievant shall be deemed exhausted.

2.2 Forms -- Forms for processing grievances shall be designed jointly by LRCFT and the District.

2.3 Consolidation -- Where LRCFT is the representative, if the same grievance, or substantially the identical grievance is made by more than one grievant, the Federation, with the approval of the grievants, shall be allowed to consolidate such grievances.

2.4 Waiver of Level -- Any level the of grievance procedure may be waived by mutual consent of the grievant and the District.

2.5 Failure to meet time limits.

2.5.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall automatically move the grievance to the next level.

2.5.2 Failure at any step of this procedure to appeal within the specified time limit shall be considered a waiver of the right to appeal.

2.6 Notices -- Written notices to be given under this grievance procedure may be given by hand to the appropriate person or left with a person in charge of his/her office, or mailed by U.S. Mail. If given by hand, the date of delivery shall be counted as the date of notice. If mailed, the date of mailing shall be counted as the date of notice.

2.7 Costs -- Except as otherwise provided in this Article costs for the services of a Hearing Officer or a Board of Review will be shared equally by the District and the Federation.

2.8 Definition of Days -- All reference to days shall mean instructional days. However, the parties will attempt to conclude grievances within the normal time lines even during non-instructional periods.

2.9 Waiver of Time Limits -- Any reference to number of days in this Article may be altered for any specific case by mutual agreement between either:

a. The LRCFT and District representatives, or

b. The grievant and representatives of the District in those cases where LRCFT is not representing the grievant.

3.0 Informal Process

3.1 Informal -- Within thirty (30) days after the grievant knew or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall present his/her grievance, either orally or in writing to the immediate supervisor of the grievant. If the manager notified of the grievance does not have the authority to adjust the grievance, he/she shall initiate actions immediately that will bring the complaint to the appropriate authority. Within three (3) days from the

date the manager is notified of the grievance, the manager will contact the grievant for a meeting which shall be held within five (5) days of the contact. Within five (5) days of the meeting, the manager will communicate his/her decision to the grievant. This meeting will be held without regard to whether the matter is grievable or to any other reason.

4.0 Grievance Levels

4.1 College Level -- If the grievance is not resolved at the Informal Level, the grievant may submit the grievance to the President of the College. The submission must be made within ten (10) days of the receipt of the decision at the Informal Level and must certify that the informal conference was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the President or designee will schedule and hold a meeting with the grievant. The President or designee will give his/her decision in writing within ten (10) days of the meeting.

4.2 District Level -- If the grievance is not resolved at the College Level, the grievant may submit the grievance to the Chancellor or designee. The submission must be made within ten (10) days of the receipt of the decision of the College President and must certify that the College level meeting was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the Chancellor or designee will schedule and hold a meeting with the grievant. The Chancellor or designee will give his/her decision in writing within ten (10) days of the meeting.

4.3 Board of Review -- LRCFT may appeal the decision of the Chancellor or designee within ten (10) days after receipt of the written decision of the Chancellor, or designee, to a Board of Review.

4.3.1 The appeal shall be filed in the office of the Chancellor and shall include all pertinent written materials.

4.3.2 The Board of Review shall consist of three (3) members: (1) the Chairperson from a rotational list of neutral third parties developed mutually by the Parties; and (2) a representative from each Party.

4.3.3 The representatives of the Parties will meet in advance of the hearing to attempt to agree on the issues to be presented to the Chairperson and the remedy sought.

4.3.4 The Board of Review shall conduct a hearing with the Parties to the grievance within thirty (30) days or as soon as the chairperson is able to schedule the hearing. The Parties to the grievance will be allowed to attend all hearings at which information is given to the Board of Review. Sessions of the Board of Review shall be private, with attendance limited to the members of the Board of Review, the parties to the grievance, their representatives, and witnesses called by the Board of Review. During the pendency of a proceeding before the Board of Review, no disclosure of the proceedings shall be made public without concurrence of the chairperson and the

parties to the grievance. The chairperson of the Board of Review shall issue its decision not later than twenty (20) days from the date of the close of the hearings. Its decision shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to all parties in interest and the Board of Trustees.

4.3.5 The Board of Review shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They shall consider and decide only the specific issue submitted to them in writing by the parties and shall have no authority to make recommendation on any other issue not so submitted. The Board of Review shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way to applicable laws and rules and regulations having the force and effect of law. The decision of the Board of Review shall supersede all previous decisions and shall become binding on all parties unless appealed by the aggrieved or the Chancellor.

4.3.6 The cost of the services of the chairperson of the Board of Review, including per diem expenses, if any, travel and subsistence expenses, the cost of recording the hearings, and any costs ordered by the chairperson will be shared by the Parties. All other costs will be borne by the party incurring them.

4.4 Final Level: Board of Trustees -- LRCFT or the Chancellor may appeal the decision of the Board of Review to the Board of Trustees. Any appeal by either LRCFT or the Chancellor must be filed with the Secretary of the Board of Trustees within fifteen (15) days after receiving the Board of Review decision. The Board of Trustees shall review the documentation in closed session. Each party may argue their position relative to the reasoning and conclusions of the Board of Review to the Board of Trustees; however, each are controlled by the specific findings of fact of the Board of Review. The Board of Trustees shall have the right to issue a final decision resulting from its deliberations. If the Board of Trustees does not transmit its decision within sixty (60) days from its receipt of the appeal to the Board of Review decision, then the Parties shall automatically accept the decision rendered by the Chairperson of the Board of Review as being final.

1.0 LRCFT Access to District Facilities

1.1 LRCFT shall have the right to use the school mailboxes, courier mail service for bulk transfer, and bulletin board spaces designated by the administrative representative subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Union president; (b) a copy of such postings or distributions must be delivered to the administrative representative at the same time as posting or distribution; and (c) the Union will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District.

1.2 LRCFT shall have the right to use District facilities pursuant to Chapter 10.7 of the Government Code (Rodda Act).

1.3 Free access to all campuses and all members shall be accorded, provided it does not interfere with the educational process. Duly authorized representatives of LRCFT shall be permitted to transact official LRCFT business throughout the District as necessary to the performance of LRCFT responsibilities to members of the bargaining unit.

2.0 The District shall provide sixty (60) formula hours annually of reassigned time for LRCFT representatives for the purpose of representation in matters involving grievance and contract administration. By no later than thirty (30) calendar days following the signing of this Agreement, LRCFT will designate in writing to the District representative the members who will be reassigned. Substitutions may be made within the academic year on ten (10) days' notice by LRCFT.

3.0 Information to the Federation

3.1 The District shall furnish to LRCFT upon request information concerning the bargaining unit, such as Board agendas and budget data.

3.2 Each semester the District shall provide LRCFT with a list of all faculty on Salary Schedules A and B. The list shall include addresses and telephone numbers in accordance with previous agreements between LRCFT and the District.

3.3 The District shall make available to LRCFT five (5) or more copies of the current Board Policy Manual and shall for the duration of this agreement provide LRCFT with necessary copies of all changes in the Board Policy Manual within seven (7) days of their publication so that LRCFT can maintain an up-to-date record of current policies of the District.

3.4 The District shall forward LRCFT within five working days after each payroll distribution date all LRCFT dues and fees subject to payroll deduction.

4.0 Campus Membership Meetings and Campus Representative Meetings. On twenty-four (24) hour notice to the college president or dean-in-charge, the Federation's campus coordinator shall have the right to schedule campus membership meetings during normal operating hours in the buildings of the campus provided that no member shall be released from his scheduled classes or office hours for such meetings. After such a campus membership meeting has been scheduled, no meetings involving members shall be scheduled or held at the same time, and the college president or dean-in-charge shall so inform the faculty. Meetings shall not interfere with previously scheduled meetings of faculty.

5.0 Copies of this Agreement. Copies of this Agreement shall be printed at the expense of the District after it becomes effective, and a copy shall be distributed to each member now employed, or hereafter employed.

6.0 District Indemnification. LRCFT shall indemnify the District and hold it harmless from any suits, claims, demands, or liabilities that shall be taken by the District for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to it under any of such provisions.

7.0 LRCFT is contractually obligated to share premises, located at 1225 Eighth Street, Suite 475, Sacramento, California, 95814, with the California Federation of Teachers (CFT) from August 1, 1986 through July 31, 1989.

a. The District agrees to reimburse LRCFT for the cost incurred in employing a secretary-clerk ($26,440 per annum, for salary and fringe benefits).

b. The District agrees to reimburse LRCFT for its share of the rent ($6,000 per annum) until the LRCFT-CFT contract expires on July 31, 1989.

c. The District agrees to reimburse LRCFT for its share of any rent increase which is based in direct ratio to the rent paid by CFT ($1,186) and LRCFT ($500) - 70% to 30%.

d. The District agrees to reimburse LRCFT for its annual cost of office rental equipment ($4,000), telephone ($2,500), paper, ink, and other office supplies ($4,000).

e. On August 1, 1989, the District shall, in lieu of "b" and "c" (above), provide LRCFT with an office of at least 250 square feet on district-owned property, e.g., conversion of the Sacramento City College "Faculty Shack." The site is to be determined by mutual agreement.

f. In return for the above, LRCFT agrees to rebate/reduce LRCFT fees to unit members by an amount equal to the cost of this provision.

This Agreement shall remain in force for the length of the contract entered into by the Los Rios College Federation of Teachers and the Los Rios Community College District. Costs associated with this provision are

charged to LRCFT's salary and fringe benefit package. At the end of this contract term, LRCFT and/or the District may seek, through the negotiation process, to continue this provision into subsequent contracts.

ARTICLE 20: MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. All matters not specifically enumerated in this Agreement are reserved to the Board of Trustees and may not be a subject of meeting and negotiating. Included in, but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and determine the methods of raising revenue. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

In the event of a lawful emergency, the District retains the right to temporarily amend, modify or rescind policies and practices referred to in this Agreement, subject to subsequent review by a court of competent jurisdiction. (In reference to the California State Supreme Court consideration of SB 154, the court ruled that there must be a valid emergency, the impairment of contract rights must be for a temporary period of time, there must not be an acceptable less severe method available, and the action must be appropriate for the situation involved.)

ARTICLE 21: SAVINGS CLAUSE

In the event that any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

Moreover, where there is mutual agreement of the parties, they shall enter into negotiations for the revision of this Agreement with respect to any item that becomes invalid by reason of such court decision.

ARTICLE 22: RATIFICATION AND DURATION

1.0 This Agreement shall be effective from July 1, 1987 through June 30, 1990.

2.0 LRCFT may submit a proposal for a successor agreement within nine months of the expiration of this Agreement. Once the proposal is received the District will promptly comply with public notice requirements and commence negotiations in good faith.

3.0 If a successor Agreement has not been agreed to by the expiration date of this contract, this Agreement shall remain in full force and effect until a new Agreement is reached.

4.0 Ratification of the Agreement, both by the Board and the Federation, shall occur at the next regularly scheduled meeting of both parties or at a special meeting(s) called for that purpose within fifteen (15) work days, whichever shall occur first.

5.0 The parties acknowledge that this agreement and any side letters constitute the full and complete commitment between the parties, and represent the completion of the bargaining obligation for the duration of this agreement, except as specifically stated.

6.0 This agreement may be amended or modified only by mutual consent of the District and LRCFT evidenced by written instrument signed by their authorized representatives.

ARTICLE 23: JOINT STATEMENT

In order to assure the participation of faculty members in policy development, the maintenance of high morale, and the improvement of the collegiate program, the Board of Trustees of the Los Rios Community College District, California, and the Los Rios College Federation of Teachers, Local 2279, American Federation of Teachers, AFL-CIO, mutually enter into this contract in good faith by and between the Board and LRCFT on this 5th day of August, 1987, in order that public education shall best be served and in compliance with the statutory provisions of Title I, Government Code, Division 4, Chapter 10.7, Sections 3540 through 3549.3.

LOS RIOS COMMUNITY COLLEGE DISTRICT

By: Mark Sullivan
Board President

David Mertes
Chancellor/Superintendent

Date: 8/5/87

LOS RIOS COLLEGE FEDERATION OF TEACHERS, Local 2279 AMERICAN FEDERATION OF TEACHERS, AFL-CIO

By:
President

W. Patrick Kirkham
Co-Chief Negotiator

Co-Chief Negotiator

Date: 8/5/87

Salary 1987-88

1.0 Should the District's total of 1987-88 unrestricted revenues from (A) State General Apportionment as determined per SB 851 provisions, (B) Stability/ADA decline funds, and (C) Lottery revenues increase above the base amounts computed for 1986-87 from such sources, LRCFT unit members shall receive their proportionate share of 80% of such increased revenues. The 1986-87 base amounts are as follows:

a. State General Apportionment Funding - the amount received in 1986-87 per SB 851 provisions, excluding 1986-87 enrollment growth.

b. Stability/ADA Decline Funds - the 1986-87 computed amount of $1.65M.

c. Lottery Revenue - the base amount of $1.29M.

1.1 Unit members' proportionate share of such additional funds shall be applied in the following manner - listed in priority order:

1.1.1 The cost of step and class changes effective 1987-88, then

1.1.2 Any increased cost of providing Medicare coverage to all unit members, then

1.1.3 The cost of any increase in the District monthly medical premium contribution which is established at the lowest 1987-88 monthly medical premium rate of the District's carriers.

a. For 1987-88, the Kaiser health plan rate is the lowest premium level at $170.39 per month, or an increase of $.90 per month.

b. The District contribution for the following health plans shall remain at the following 1984-85 premium levels at no additional cost to LRCFT unit members:

	District Contribution
(1) Foundation Health Plan	$177.05
(2) Blue Cross Fee-For-Service	173.26
(3) Blue Cross Prudent Buyer	173.26

until the lowest District monthly medical premium rate is equal to or greater than the above level.

1.1.4 The cost of any increase in District monthly dental premium contribution.

a. For 1987-88, the monthly dental premium increase is $2.50 for a total of $45.50 per month, then

1.1.5 The increased cost amounting to $6,000 for the performing arts stipend and/or load equity for performing arts instructors.

a. For 1987-88, fifty percent (50%) of the stipend increase ($3,000) shall be distributed in the Fall, 1987 equally among the three colleges.

b. The remaining stipend shall be distributed as described per Article 2, Section 2. The stipend shall then be established at $58,000 for each academic year beginning in 1987-88.

1.1.6 Remaining funds shall be applied to salary improvements effective July 1, 1987 for 1987-88. Such salary improvements shall also apply to department spokesperson stipends.

1.2 The increase in funds attributable to Stability/ADA decline funds and Lottery revenues above the 1986-87 base amount as stated in 1.0(b) and 1.0(c) shall be considered one-time-only payments.

a. Lottery payments shall be determined within thirty (30) days of initial receipt of such increased funds.

b. Any decrease in the one-time-only funds received from Stability/ADA decline funds and Lottery revenue below the 1986-87 base amount stated in 1.0(b) and 1.0(c) shall reduce available continuous funds.

1.3 Increased revenues in 1987-88 as computed per (1.0) above shall exclude any 1987-88 enrollment growth revenues and other state revenues not defined herein, and other categorical apportionment funds, state apprenticeship, and other restricted revenue sources.

2.0 Should the 1987-88 revenues as computed in (1.0) above provide sufficient funding for salary, fringe and health benefit improvements, including step and class changes in excess of 10%, such excess funds shall be subject to further negotiations for 1987-88.

3.0 Should the total of (a) state general apportionment, (b) Stability/ADA decline funds, and (c) Lottery revenues for 1987-88 be less than the 1986-87 base amounts, LRCFT unit members shall bear its proportionate share of 80% of such reduced funds. Such reduction shall be applied, but not limited, to salary adjustments, workload adjustments, and other adjustments as mutually agreed upon by LRCFT and the District.

4.0 Eighty percent (80%) of enrollment growth funds received in 1987-88 shall be distributed to the unit based upon LRCFT unit members' proportionate share of such funds. Such distribution is contingent upon the unit's overall actual instructional staffing level expressed in full-time equivalent (FTE) terms for 1987-88 to be equal to or less than the 1987-88 budgeted instructional staffing level. The actual instructional staffing

level for 1987-88 shall be determined after the end of the 4th week of Spring 1988 semester and shall be based upon the average of the Fall 1987/Spring 1988 4th week FTE level.

4.1 Should the actual instructional staffing level for 1987-88 be greater than the amounts budgeted, the cost of such increased staffing shall reduce the amount allocated for distribution. Such costs shall be computed based upon the standard part-time FTE cost of $19,840 plus any salary improvements provided for 1987-88.

4.2 The determination of actual staffing level utilized and actual enrollment growth revenues received for 1987-88 shall be made no later than sixty (60) days following the close of the District's fiscal year end. The records maintained by the District Office Business Services Department shall be used to determine actual staffing levels.

4.3 Any 1987-88 enrollment growth funds allocated shall be considered continuous funds.

4.4 Such funds allocated shall be applied in 1987-88 in the same manner as listed in Section 1.1.1 to 1.1.5 above, and remaining funds shall be applied to salary improvements for 1987-88, effective July 1, 1987.

5.0 Should funding formula for community colleges change substantially for 1987-88 (e.g., differential funding), the above Sections (1.0 to 4.0) shall not apply. Such new funding provisions shall be subject to further negotiation for 1987-88.

Salary 1988-1990

1.0 Any salary and fringe benefit improvements, including step and class changes and improvements to District contribution for health insurance, shall be determined for fiscal years 1988-89 and 1989-90 in accordance with the provisions of Sections (1.0) through (4.0) as per 1987-88 salary provisions. All such improvements as determined for 1988-89 and 1989-90 shall be effective July 1 of the particular contract year.

2.0 Unrestricted revenue in the particular contract year shall include:

a. State General Apportionment funding - as determined per SB 851 provisions and related enrollment growth funds considered per Section 3.0 below.

b. Stability/ADA Decline funds

c. Lottery revenue

and previous year's base revenues shall be computed as follows:

a. State General Apportionment funding - amounts received in the previous year per provisions of SB 851, including previous year enrollment growth funds, and

b. Stability/ADA Decline funds - amounts received in the previous year, and

c. Lottery revenues at the $1.29M base level or actual amounts received in the previous year, if less than $1.29M.

2.1 LRCFT unit members shall receive their proportionate share of 80% of such increased revenues which shall be applied in the same priority order as listed in Section 1.1 of the 1987-88 salary provisions except that Section 1.1.5 shall not apply.

3.0 Eighty percent (80%) of enrollment growth funds received in a contract year shall be distributed on a continuous basis to the unit based upon LRCFT unit members' proportionate share of such funds. Such distribution shall be based upon provisions as defined in 1987-88 Section 4 as amended for the particular contract year's actual instructional staffing level expressed in full-time equivalent (FTE) terms to be equal to or less than the budgeted staffing level for that year. Standard part-time FTE cost of $19,840 as defined in 1987-88 shall be adjusted for any salary schedule improvement provided since July 1, 1987.

4.0 Should the 1988-89 or 1989-90 revenue as defined in Section 2.0 above provide sufficient funding for salary, fringe and health benefit improvements including step and class changes in excess of 10%, such excess funds shall be subject to further negotiation in 1988-89 or 1989-90, as applicable.

5.0 Should funding in 1988-89 or 1989-90 be less than the previous year's base amounts as described in Section (2.0) above, LRCFT unit members shall bear their proportionate share of 80% of such reduced funds. Such reduction shall be applied, but not limited to salary schedule adjustments, workload adjustments, or other adjustments as mutually agreed upon by LRCFT and the District.

6.0 Should other new state unrestricted revenues become available in 1988-89/1989-90 as a result of changes in funding legislation, such new revenue source shall be subject to further negotiations.

7.0 Should funding for community colleges change substantially (e.g., differential funding) during this period, the above Sections (1.0) to (5.0) shall not apply. Such new funding provisions shall be subject to further negotiation in 1988-89 or 1989-90, as applicable.

1986-87
Certificated Salary Schedule "A"
(Full-Time or Tenure-Track Faculty)

	CHILDREN'S CENTER				FACULTY				
STEP	CLASS				CLASS				
	I	II	III	IV	V	VI	VII	VIII	IX
1	12,437	14,185	17,893	19,200	19,639	21,821	24,001	26,184	27,493
2	12,932	14,748	18,608	19,969	20,422	22,691	24,962	27,232	28,593
3	13,441	15,327	19,339	20,753	21,225	23,585	25,949	28,305	29,721
4	13,968	15,944	20,113	21,584	22,054	24,507	26,959	29,408	30,880
5	14,526	16,582	20,918	22,446	22,907	25,455	27,999	30,542	32,067
6	15,107	17,245	21,752	23,343	23,775	26,419	29,063	31,701	33,288
7					24,666	27,407	30,153	32,895	34,540
8					25,582	28,425	31,268	34,108	35,813
9					26,512	29,458	32,407	35,354	37,121
10								36,626	38,460
11								36,994	38,844
12								37,359	39,229
13								37,725	39,613
14								38,091	39,998

After 20 years of full-time, tenure-track service in Los Rios, a longevity increment will be awarded which will be 4% of the appropriate range and step.

1986-87
Certificated Salary Schedule "B"
(Part-Time, Temporary Faculty)

	CHILDREN'S CENTER				FACULTY				
STEP	CLASS				CLASS				
	I	II	III	IV	V	VI	VII	VIII	IX
1	9,185	10,481	13,214	14,184	14,505	16,117	17,727	19,341	20,306
2	9,562	10,904	13,756	14,762	15,100	16,777	18,457	20,130	21,136
3	9,949	11,348	14,315	15,361	15,711	17,457	19,201	20,947	21,994
4	10,346	11,799	14,887	15,975	16,337	18,152	19,970	21,786	22,874
5	10,753	12,262	15,471	16,602	16,980	18,869	20,759	22,644	23,777
6	11,174	12,755	16,090	17,267	17,644	19,605	21,567	23,526	24,705
7	11,621	13,265	16,734	17,957	18,325	20,364	22,399	24,434	25,654
8	12,086	13,796	17,402	18,674	19,019	21,135	23,251	25,361	26,630
9					19,732	21,925	24,123	26,316	27,632
10					20,465	22,740	25,014	27,287	28,651
11					21,210	23,566	25,925	28,283	29,697
12								29,301	30,768
13								29,595	31,075
14								29,887	31,383
15								30,180	31,691
16								30,473	31,998

Revised and effective July 1, 1986; revised 6/87, retro to July 1, 1986, to meet negotiated intent.

7.0 Eligibility for Class Placement Adjustments on Appropriate Certificated Salary Schedule

7.1 Except for Children's Center employees, all certificated staff employed by the District before July 1, 1980, and with continued employment and/or rights Fall Semester 1980, will retain class placement on the appropriate certificated salary schedule until additional class placement is earned in accordance with Article 2, Section 7.3.

7.2 Except for Children's Center employees, all certificated staff initially hired by the District after July 1, 1980, shall be placed at the appropriate class based on education on the appropriate certificated salary schedule.

7.2.1 Appropriate class shall be determined on documentation of educational achievement submitted at the time the employee is processed for employment and prior to Board approval.

7.3 Except for Children's Center employees, effective July 1, 1980, all certificated staff members shall be granted additional class placement credit for upper division class units and advanced degrees completed at a college or university fully accredited by the Western Association of Schools and Colleges, Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Southern Association of Colleges and Schools, and Northwest Association of Schools and Colleges as follows:

7.3.1 Class I - Senior Learning Advisor II, AA Degree and a valid Children's Center Permit.

7.3.2 Class II - Senior Learning Advisor I, AA Degree and a valid Children's Center Permit.

7.3.3 Class III - Head Learning Advisor, AA Degree and a valid Children's Center Permit.

7.3.4 Class IV - Children's Center Manager, AA Degree and a valid Children's Center Permit.

7.3.5 Class V - Less than a Master's Degree; a Bachelor's Degree but less than 30 semester units completed beyond a Bachelor's Degree; or less than a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.6 Class VI - Master's Degree or 30 semester units beyond a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.6.1 An instructor in the vocational/technical area who possesses a valid, 100%, life credential for vocational subjects, will be granted the equivalency of a master's degree.

7.3.6.2 Years of experience used to obtain the vocational credential cannot also be used for step placement.

7.3.7 Class VII - Master's Degree and 24 semester units beyond a Master's Degree, or Bachelor's Degree and 54 semester units beyond a Bachelor's Degree and an appropriate and valid credential authorizing service at the community college level.

7.3.7.1 An instructor in the vocational/technical area who possesses a valid, 100%, life credential for vocational subjects, will be granted the equivalency of a master's degree.

7.3.7.2 Years of experience used to obtain the vocational credential cannot also be used for step placement.

7.3.8 Class VIII - Master's Degree and 48 semester units beyond a Master's Degree, or Bachelor's Degree and 78 semester units beyond a Bachelor's Degree, and appropriate and valid credential authorizing service at the community college level.

7.3.9 Class IX - In addition to meeting all requirements in Class VIII, the possession of an earned Doctoral Degree under the following provisions and those in Section 7.3 of this Article:

7.3.9.1 Doctoral Degrees must be earned in a field directly related to the initial assignment.

7.3.9.2 For employees employed by the District prior to June 30, 1980, credit for Doctoral Degrees in a field unrelated to their current assignment shall not be given unless approval is granted by the Chancellor prior to enrollment in the doctoral program.

7.3.9.3 Employees employed by the District prior to June 30, 1980, and enrolled in a doctoral program prior to June 30, 1980, shall be given credit by the District for the Doctoral Degree when earned.

APPENDIX B

COACHING FORMULA HOUR ASSIGNMENTS AND STIPEND COMPENSATION

Sports Program	Formula Hour Assignment	Stipend Units	Stipend $
Baseball, Head Coach	7	3-1/2	1999
Baseball, Assistant Coach	5	2	1142
Basketball, Head Coach	7	3-1/2	1999
Basketball, Assistant Coach	5	2	1142
Cross Country Skiing, Head Coach	7	2	1142
Football, Head Coach	7	3-1/2	1999
Football, Assistant Coach	5	2	1142
Golf, Head Coach	7	2	1142
Hockey, Head Coach	7	3-1/2	1999
Soccer, Head Coach	7	3-1/2	1999
Soccer, Assistant Coach	5	2	1142
Softball, Head Coach	7	3-1/2	1999
Softball, Assistant Coach	5	2	1142
Swimming, Head Coach	7	2-1/2	1428
Tennis, Head Coach	7	2-1/2	1428
Track and Field, Head Coach	7	3-1/2	1999
Track and Field, Assistant Coach	5	2	1142
Volleyball, Head Coach	7	3-1/2	1999
Water Polo, Head Coach	7	2-1/2	1428
Wrestling, Head Coach	7	2-1/2	1428

DEPARTMENT SPOKESPERSON
STIPEND SCHEDULE

(Department Spokesperson - Recommended by College President)

Level	Stipend
I	$ -0-
II	$ 250
III	$ 500
IV	$ 750
V	$1,000

Stipend considerations are subject to negotiation between the District and LRCFT. However, changes to Policy 7614 and Administrative Regulation 7614 will be made by the District only after conferring with the District Senate Council.

POST-RETIREMENT EMPLOYMENT AND HEALTH BENEFITS

A. Post Retirement Employment

All full-time, tenure-track certificated employees retiring prior to June 30, 1986, shall be guaranteed a minimum of 6 formula hours of part-time employment during each fiscal year for 3 years following retirement or until they reach age 65, whichever comes first. Payment shall be ased upon the "B" certificated salary schedule effective during the period services are rendered.

B. Post-Retirement Medical

For a period of two years following retirement, the District shall make monthly contributions for health benefits for full-time, regular members of the bargaining unit who have seven immediate prior years of service with the District at the time of retirement and who retire during the term of this agreement (to June 30, 1987). The payment will be up to a maximum of two-thirds of the amount paid for a full-time active employee (1985-86 - two-thirds of $162.09 or $108.06/month); the District contribution at the two-thirds rate may provide for partial payment for dependent coverage; in no case shall the payment exceed the cost of the benefit provided. After the two-year period, such retirees shall receive the same level of District contributions for retiree health care benefits as provided to other unit retirees (Article 3, Section 5). This clause sunsets on June 30, 1987.

Appendix D was part of the 1986 Amendment to the 1984-87 Agreement. Post-retirement benefits under Appendix D are limited to eligible employees who retired between January, 1986, and June, 1986.

PROFESSIONAL DEVELOPMENT LEAVES

TYPE	% OF WORKLOAD	TERM	SALARY	RECOMMENDED BY	AVAIL-ABILITY	SERVICE REQUIREMENT	
						BEFORE	AFTER
A Research	100% -OR- 50%	One Semester -OR- One Year	100% -OR- 50%	Professional Standards Committee	At Least 6 per Year	7 years	Report and One Year -OR- Report and Two Years
B Service	Up to 100%	Up to One Year	100%		At Least 4 FTE Per Year	3 years	2 years
C Overload Bank	100%	One Semester -OR- One Year	100% Schedule A	College President	Limited only by Program Needs	Deferred Overload Salary at 1.2 to 1	None
D Difference in Pay			Subtract Class VI, Step 6 from Regular Pay			7 Years	One Year
E Retrain/ Renew	Up to 100%	Up to One Year	100%	Chancellor	2 FTE Per Year		Report and 2 Years

Exchange Teaching and Foreign Employment Leaves, see: Article 4, Sections 16 and 17.

APPENDIX F

CONTRACTING OUT - INSTRUCTION

To protect the rights of unit members and to allow the District needed flexibility, LRCFT and the District agree to the following conditions:

1. Only credit classes are subject to this agreement.

2. Faculty employed by the District for contract instruction are subject to the collective bargaining agreement and entitled to all rights and privileges therein guaranteed.

3. Existing apprenticeship contracts may remain in force indefinitely unless provisions concerning the nature of the employment are changed. Changed contracts are subject to review by LRCFT.

4. Existing non-apprenticeship contracts may remain in force until the expiration of the existing contract. Subsequent contracts will use District employees as instructors unless a waiver is granted.

5. The District may contract for instruction with outside entities and use instructors who are not District employees providing the contract does not exceed six (6) months in duration. Contracts exceeding six (6) months and any subsequent contracts with the same contractor will use only District employees as instructors unless a waiver is granted. A separate contracting unit can be based upon locational differences (the prisons at Represa and Rio Cosumnes) or upon separate contracting units of a complex organization. On the other hand, a simple organization having a single contracting unit will be defined as a single contractor.

6. Contracts for instruction that occur beyond the borders of the State of California or in districts not contiguous to Los Rios are exempt from the limits of 2 and 5 above.

7. The LRCFT President and the District Chancellor may waive the restrictions in this agreement under special circumstances.

Appendix F was part of the 1986 Amendments to the 1984-87 contract. The provisions of paragraphs 3. and 4. in Appendix F relate to contracts in effect in January, 1986.

ERIC Clearinghouse for Junior Colleges DEC 20 1991